



CONTRACT FACE SHEET

Document Type:

- Contract, MOU, Interlocal Agreement, Notice of Acceptance, Retainage, Franchise Agreement, Right of Way Use Agreement, Lien, Correspondence, Collective Bargaining Agreement

Status:

- New, Amendment, Change Order, Renewal, Cancellation

*Vendor Name: Bellevue School District
*JDE PO Number: 910920-000
*Effective Date: 09/08/2009
*Termination Date: 08/31/2013
Amendment Effective Date: /
*Clerk's Receiving Number: 45196
Related Receiving Number: /
Bid/RFP/RFQ/ITQ Number: /
Ordinance Number: /
Resolution Number: 7970 09.08.2009
CIP Number: /
Project Name: Field Scheduling / Joint Use of District Fields
Site Name: /
Vendor Number: 71215
File Location: 09.707

*Denotes mandatory fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

PR

Face Sheet Date: 11.02.2009 CJDE

Scan/Index Date: 11.2.2009 MT ECM

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

GR# 45194 DATE 11-02-09 LOC 09-707

This Agreement is made and entered into this 23rd day of October, 2009, 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 previously entered into an agreement for the joint use of each others facilities which expired in September 2008; 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 the community; and furthermore, the City shall act as the coordinator of scheduling for elementary school athletic fields, for middle school athletic fields, and all high school baseball and softball fields when not needed for school-related or school-sponsored activities. The four high school stadium fields are not managed or scheduled by the City; and

WHEREAS, the City and the District will use best efforts to give prioritized use of each others facilities for program use as needs arise.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the City and the District hereby agree to cooperate with each other in carrying out the above-stated purposes, and to that end do agree as follows:

SECTION 1 – Purpose & Subject Matter

- a. **The subject of this Agreement is the City scheduling, use, and maintenance of elementary school and athletic fields, middle school athletic fields, and high school baseball and softball fields on District-owned property, and athletic fields at Bellewood. The four high school stadium fields are not managed or scheduled by the City.**
- b. **The parties agree that the school properties and facilities of the District are intended primarily for school and educational purposes and are for the benefit of students and the school age population.**
- c. **The parties agree that during the time period covered by this Agreement, the athletic fields are intended to be used jointly for school and community recreation purposes for the benefit of District students, the District, and the City at large.**
- d. **The parties agree the City and the District will use best efforts to give prioritized use of each others facilities as listed in Attachment A – Class 1, with all rental procedures and associated costs required.**
- e. **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.**
- f. **For the sites and fields specified above, this Agreement will supersede the scheduling portion of any prior recorded agreements except (1) the Bannerwood Park Agreement, (2) the Ivanhoe Center Agreement, (3) the Robinswood Center Agreement, (4) the Sammamish High School Park Fields Agreement, (5) International School Agreement, (6) Tillicum Middle School Agreement, and (7) Highland Middle School Agreement. Separate joint use/development agreements for future city-funded major sportsfield development projects may supersede this Agreement for the specific fields involved.**

SECTION 2 – Scheduling & Use

- a. The City shall act as **scheduling coordinator** for the elementary school athletic fields, the middle school athletic fields, and all high school baseball and softball fields during non-school times or when the fields are 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. Times when District fields are not normally needed for school-related or school-sponsored activities or programs are listed in Attachment B.
- b. The City agrees that the first priority for the use of District-owned athletic fields will be given to District programs or District-sponsored programs. District programs and activities will have the right to preempt other uses upon giving reasonable notice which shall be at least five (5) business days, except in uncontrollable situations (e.g. school playoff games, snow closure, power curtailment, etc.).
- c. The City shall allocate remaining available field time to community users based upon mutually approved guidelines established by the City and the District, and listed in Attachment A. The City shall make all reasonable efforts to distribute athletic fields in a fair and equitable way among applicants from the joint geographic service area of the City and the District (the Bellevue area). (See Attachment A) Team rosters with player addresses will be used as needed to verify equity among applicants.
- d. **Non-discrimination:** Consistent with the use classes established in Attachment A, the applicant group, in its policies and practices, shall not discriminate against any person on the basis of race, color, religion, national origin, handicaps, age, marital status, sexual orientation or gender. As a part of his/her application to the City, the applicant shall attest and certify with regard to his/her non-discrimination practices.
- e. Schedule of times when school athletic fields are normally available for community recreational use is shown in Attachment B.

SECTION 3 – Fees & Charges

- a. The City may charge rental fees to community users of District-owned athletic fields to cover *administrative and maintenance costs which the District or the City may incur. However, the City shall provide the District with an opportunity to review and comment on any fee rates before they become effective.*
- b. In addition, the City may charge community users of District-owned fields for extra material, labor, and appropriate overhead costs that either the City or the District may incur because of their use of the property, including but not limited to, property damage, excessive litter, and garbage, etc. See Section 5.
- c. Annually, at its discretion, the District may ask for a report from the City on total fees collected, and total monies expended for District-owned fields.

SECTION 4 – 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 District fields and away 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 District 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 of repair or replacement of property damaged or destroyed by the act or omissions of the user, its 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. Subject to agreement between the District and the City, the District shall ensure access to community users on District fields scheduled through the City's Scheduling Office during typical non-school times or when fields are not needed for school-related or school sponsored activities or programs as defined in Attachment B.
- d. The City shall exercise appropriate discretion and take all reasonable measures to ensure user compliance with the above security provisions, and with all other provisions of this Agreement.
- e. Repeated occurrences of inattention to matters of grounds security or other misuse of District fields or property (including equipment) could result in a revocation of the privilege of using District fields.

SECTION 5 – Sanitation, Cleanup & Maintenance

- a. In the interest of ensuring that appropriate safety and health conditions remain equitable and available at all school field sites, the City will provide portable toilets at school sites in accordance with the schedule submitted that is Attachment D-2 (See Attachment D-2). Changes to this schedule may be necessary during the term of this Agreement, depending upon the need identified by and agreed upon by the City and the District. The cost of portable sanitation services will be assessed to the user groups at the time of field scheduling. Delivery, maintenance and pick-up of portable sanitation units will be the responsibility of the City. Use and availability of this service will be non-exclusive amongst user groups. Siting of portable toilets will be approved by and coordinated with appropriate District staff.

- b. It is also the interest of the City and the District to effectively control litter and garbage on school fields in order to maintain appropriate sanitary conditions. To this end, litter and garbage cleanup are the responsibilities of the District, the City, and the groups using the fields. It is our mutual intent to continue to seek the assistance of the users to manage trash and litter on fields, and ensure that fields are left clean immediately after each use. Users will be requested to police litter and deposit it 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.

Maintenance and/or grounds crews of the City and the District will pick up litter and empty field trash receptacles twice weekly – once by the City and once by the District. As encountered, officials of both the City and the District will report major incidents of littering or field abuse to the Parks 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.

The City, in its trash control effort, will provide dumpsters at high school and middle school fields scheduled under this Agreement. Siting for dumpsters must be expressly approved by and coordinated through the District and/or City maintenance and operations representatives. The City will meet with individual league officers and boards as-necessary to clearly identify the responsibilities of the teams, and gain their commitment to uphold those responsibilities. 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. All user-owned equipment, materials, and gear shall be removed from school fields after each use. Failure to comply may result in the District or City removing and storing the equipment at a City-designated site at the expense of the user.
- d. The District is responsible for the primary maintenance of the District's athletic fields to a standard suitable for its physical education and other programs. The City may augment the District's maintenance program on selected sites that have been renovated by the City. Those portions of school sites that will be maintained by the City will be shown in separate site-specific Agreements, that are implemented at the time the City partners with the District on field improvements and redevelopment. Daily maintenance, including infield preparation and field lining, will be the responsibility of the parties using the fields.
- e. High school baseball fields with new generation artificial turf infields will require a higher level of maintenance service than natural surfaces. Therefore, in order to support this extra maintenance, the City and the District have agreed to a higher fee structure for these specific fields.
- f. Site inspections and risk management will be a shared responsibility of both the City and the District. The District and City will each inspect those fields they have agreed to maintain on their respective days of field maintenance service. Appropriate officials of each agency will report unsatisfactory findings of site inspections to the Maintenance Department of the District and/or City's Scheduling Office for follow-up as appropriate

SECTION 6 – Joint Improvements & Renovation

- a. **The District reserves the right to improve, renovate, and install equipment on District-owned fields as necessary to support its academic, physical education, and/or athletic programs without restriction. However, the District will keep the City informed of significant improvements prior to their occurrence.**
- b. **For all City-initiated improvements and City-initiated equipment installation under this Agreement, the design, plans, and specifications therefore, and the type and construction thereof, including safety features, and the proposed placement on District sites, require the City to obtain approval from the District in writing prior to any development, construction, or installation by the City on District property. The District shall not unreasonably withhold its approval of such City-initiated efforts.**
- c. **The cost of maintaining and operating such athletic fields, and the improvements and equipment installed thereon, shall be mutually agreed to by the City and the District. Further, the City and the District agree to maintain such areas in good condition during the periods of their respective responsibility. District athletic fields may periodically require extensive maintenance and renovation in order to maintain the fields in a good condition. Field repair, recuperation and restoration may require closing athletic fields from all scheduled use by the District and the City. When a field closure lasting over one week is anticipated and necessary, the City and District agree to meet at least three months in advance of proposed closure to discuss and agree on the scope of work and field closure schedule. If a field closure is needed and is anticipated to last less than one week, the City agrees to notify District 30 days in advance of any construction activities that would interfere with scheduled programming.**
- d. **Any City-initiated renovation and improvement to District-owned athletic fields will be coordinated with the District administration. Care will be taken, whenever possible, to ensure renovation activities do not close fields critical to school recess, lunch hour play and/or other District programs for extended periods of time.**

SECTION 7 – Meetings

Joint Use Calendars and Interlocal Operations: District and City representatives will meet at least quarterly to establish joint use scheduling calendars for each sports season, beginning with the school year in September through August, and to ensure operational issues are resolved. The District and City 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 8 – Conflict Resolution

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 or why a remedy cannot be achieved.

If City and District representatives are unable to resolve the complaint, the Superintendent's designee and the Parks & Community Services' 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 9 – Term of Agreement

- a. The term of the Agreement shall be from September 1, 2008 through August 31, 2013.
- b. The duration may extend for one five-year term following the expiration of this Agreement. Said option shall be exercised by either party giving written notice at least thirty (30) days prior to expiration of the current five-year term. At any time, for any reason, or no reason, the District or the City may terminate the Agreement by providing thirty (30) days' written notice. Any written notice given by one party about the term of the Agreement shall also be acknowledged by the other party in writing within thirty (30) days.

SECTION 10 – Operating Rules

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

SECTION 11 – Indemnification & Insurance

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 this Agreement.

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 this Agreement.

The District and the City shall each, either maintain commercial comprehensive general liability policies, or maintain self-insurance 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 party, a certificate of insurance shall be issued and provided for information to the other party. 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 commercial forms of such insurance.

SECTION 12 – Amendment

This Agreement may be amended, modified or added to only by written instrument properly signed by both parties hereto.

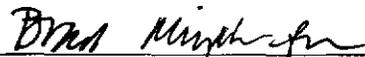
SECTION 13 – Ratification

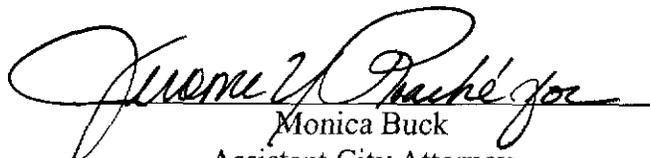
Any act done by either party consistent within the authority of this Agreement after the previous expiration date and prior to the execution of this Agreement, is hereby ratified as having been performed under this Agreement.

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

CITY OF BELLEVUE, municipal corporation

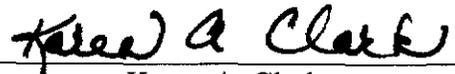
Approved as to form:

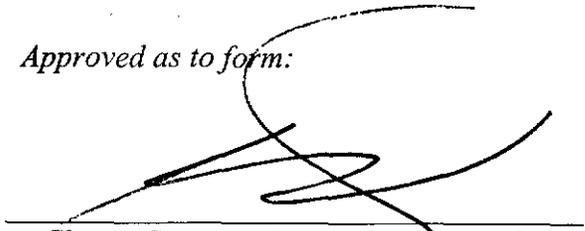
By: 
Steve Sarkozy
City Manager


Monica Buck
Assistant City Attorney

BELLEVUE SCHOOL DISTRICT NO. 405

Approved as to form:

By: 
Karen A. Clark
Superintendent


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

Attachment A

Bellevue Public Schools
City of Bellevue

Athletic Field Use Classifications
Revised 6/16/09

Class 1 – District & City Use

First Priority: *The District and the City will have priority use of their respective facilities.*

Second priority: *The District and the City will have second priority use of the other's facilities.*

Class 2 – Non-Commercial Groups

Groups which have as their prime focus, the needs of the youth and adults of the community. Revenue collected by the organization covers operating expenses. Examples – youth and adult sports leagues and participating teams, private schools, company and family gatherings.

A. Bellevue Youth Organizations

Youth organizations or team members who reside in the City of Bellevue and/or reside within the Bellevue School District. Youth organizations comprised of 80% or more City of Bellevue residents or Bellevue School District students shall be considered Bellevue Organizations/ Teams. Field allocation will be based on the geographic location of the organization. Also, field allocation will be documented annually by the number of teams and the level of participation verified by team rosters with player names and addresses.

B. Bellevue Adult Organizations

Adult organizations whose members: *reside in the City of Bellevue and/or reside within the Bellevue School District.* (Adult organizations comprised of 80% or more City of Bellevue or Bellevue School District residents shall be considered Bellevue Organizations/Teams.)

C. Other Youth Organizations

Youth organizations whose members reside outside the City of Bellevue and/or Bellevue School District boundaries.

D. Other Adult Organizations

Adult organizations whose members reside outside the City of Bellevue and/or Bellevue School District boundaries.

Class 3 – Commercial Groups

Groups that charge admission and/or participation fees and/or have as a purpose, the generation of income for the host group or individual(s). Examples – commercial or private gain activities such as private sports clinics, sports camps, sports tournaments.

Attachment B

Bellevue Public Schools
City of Bellevue

Typical Non-School Times

Revised 6/16/09

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.

The schedule contains 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.**

Elementary School Fields	
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)
Middle School Fields	
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)
High School Fields (except synthetic turf football fields and stadium facilities)	
September – June (last day of school) (Academic year)	Monday – Friday: 6:00 pm – Dark Saturday/Sunday: 8:00 am – Dark
July – August 15 (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. school playoff games, 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

Revised 6/16/09

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
Bellevue High School
Bellewood Elementary School
Bennett Elementary School
Cherry Crest Elementary School
Chinook Middle School
Clyde Hill Elementary School
Eastgate Elementary School
Enatai Elementary School
Highland Middle School
Interlake High School
International Middle/High School
Lake Hills Elementary School
Medina Elementary School
Newport Heights Elementary School

Newport High School
Odle Middle School
Phantom Lake Elementary School
Puesta del Sol Elementary School
Robinswood Middle/High School
Sammamish High School
Sherwood Forest Elementary School
Somerset Elementary School
Spiritridge Elementary School
Stevenson Elementary School
Tillicum Middle School
Tyee Middle School
Woodridge Elementary School

Attachment D-1

Bellevue Public Schools
City of Bellevue

Trash/Recycling Pickup Service at Selected Bellevue School Sites*

Revised 6/16/09

Site Name	# of Cans	Freq/ Week	Comment
Ardmore	4	2	Minimal Scheduling, 2 All Weather Baseball, 1 Youth Soccer Overlay
Bellwood	4	2	Minimal Scheduling, 1 Turf Baseball, 1 Youth Soccer Overlay
Bennett	2	2	Minimal Scheduling, 1 All Weather Baseball, 1 Youth & 1 Mini Soccer Overlay
Cherry Crest	4	2	2 All Weather Baseball & 1 Soccer Overlay
Clyde Hill	4	0	Not in City, 2 Turf Baseball & 1 Youth Soccer Overlay
Cougar Ridge	2	0	Minimal Scheduling, 1 All Weather Baseball & 2 Mini Soccer Overlays
Eastgate	2	2	1 All Weather Baseball & 1 Soccer Overlay
Enatai	4	2	2 All Weather Baseball & 1 Soccer Overlay
Ivanhoe	4	0	Funded from other sources, 2 Turf Baseball w/1 Soccer Overlay & 1 Turf Soccer
Lake Hills	4	2	2 Turf Baseball & 1 Soccer Overlays
Medina	4	0	Not in City, 2 All Weather Baseball & 1 Soccer Overlay
Newport Heights	4	2	2 All Weather Baseball & 1 Soccer Overlays
Phantom Lake	4	2	3 All Weather Baseball & 1 Soccer Overlay
Puesta del Sol	4	2	2 All Weather Baseball & 1 Soccer Overlay
Robinswood North	4	0	Funded from other sources, 3 Turf Baseball & 2 Soccer Overlays
Sherwood Forest	6	2	2 All Weather Baseball & 1 Soccer Overlay & 1 Turf Baseball
Somerset	4	2	2 All Weather Baseball & 1 Soccer Overlay
Spiritridge	4	2	2 All Weather Baseball & 1 Soccer Overlay
Stevenson	4	2	2 All Weather Baseball & 1 Soccer Overlay
Woodridge	4	2	2 All Weather Baseball & 1 Soccer Overlay
Total Elem Cans	76	30	
Chinook	6	0	1 All Weather Soccer with 2 Back Stops, 1 Turf Soccer
Highland	6	0	Funded from other sources, 1 Turf Baseball, 1 Soccer Overlay & 1 All Weather Soccer
International	6	0	Funded from other sources, 2 Turf Baseball, 1 Soccer Overlay & 1 All Weather Soccer
Odle	4	0	Funded from other sources, 2 Turf Baseball & 1 All Weather Soccer
Tillicum	4	0	Funded from other sources, 1 Turf Baseball, 1 Soccer Overlay & 1 All Weather Soccer
Tyee	6	0	Funded from other sources, 1 Turf Baseball & 1 All Weather Soccer
Total MS Cans	32	0	
Bellevue	5	2	1 Synthetic Infield Baseball
Interlake	4	2	1 Turf Baseball, 1 Turf Soccer & 1 Synthetic Baseball
Newport	8	2	1 Synthetic Baseball & 3 Turf Baseball
Sammamish	4	0	Funded from other sources, 2 Turf Softball
Sammamish	4	2	1 Hardball Baseball synthetic infield
Total HS Cans	25	8	
Total Cans	133		

* = District once a week, City once a week

Attachment D-2

Bellevue Public Schools
City of Bellevue

Portable Toilet Service at Selected Bellevue School Sites*

rev. 3-28-03

Site Name	# of Units	Freq/ Week	Comment
Ardmore	1	1	Minimal Scheduling, 2 All Weather Baseball, 1 Youth Soccer Overlay
Bellwood	1	1	Minimal Scheduling, 1 Turf Baseball, 1 Youth Soccer Overlay
Bennett	1	1	Minimal Scheduling, 1 All Weather Baseball, 1 Youth & 1 Mini Soccer Overlay
Cherry Crest	1	1	2 All Weather Baseball & 1 Soccer Overlay
Clyde Hill	1	1	Not in City, 2 Turf Baseball & 1 Youth Soccer Overlay
Cougar Ridge	1	1	Minimal Scheduling, 1 All Weather Baseball & 2 Mini Soccer Overlays
Eastgate	1	1	1 All Weather Baseball & 1 Soccer Overlay
Enatai	1	1	2 All Weather Baseball & 1 Soccer Overlay
Ivanhoe	1	0	Funded from other sources, 2 Turf Baseball with 1 Soccer Overlay & 1 Turf Soccer
Lake Hills	1	1	2 Turf Baseball & 1 Soccer Overlays
Medina	1	1	Not in City, 2 All weather Baseball & 1 Soccer Overlay
Newport Heights	1	1	2 All Weather Baseball & 1 Soccer Overlays
Phantom Lake	1	1	3 All Weather Baseball & 1 Soccer Overlay
Puesta del Sol	1	1	2 All Weather Baseball & 1 Soccer Overlay
Robinswood North	0	0	Funded from other sources, 3 Turf Baseball & 2 Soccer Overlays
Sherwood Forest	1	1	2 All Weather Baseball & 1 Soccer Overlay & 1 Turf Baseball
Somerset	1	1	2 All Weather Baseball & 1 Soccer Overlay
Spiritridge	1	1	2 All Weather Baseball & 1 Soccer Overlay
Stevenson	1	1	2 All Weather Baseball & 1 Soccer Overlay
Woodridge	1	1	2 All Weather Baseball & 1 Soccer Overlay
Total Elem. Units	20	18	
Chinook	1	1	1 All Weather Soccer with 2 Back Stops, 1 Turf Soccer
Highland	1	1	1 Turf Baseball, 1 Soccer Overlay & 1 All Weather Soccer
International	1	0	Funded from other sources, 2 Turf Baseball, 1 Soccer Overlay & 1 All Weather Soccer
Odle	1	1	2 Turf Baseball & 1 All Weather Soccer
Tillicum	1	1	1 Turf Baseball, 1 Soccer Overlay & 1 All Weather Soccer
Tyee	1	1	1 Turf Baseball & 1 All Weather Soccer
Total MS Units	6	5	
Bellevue	1	1	1 Synthetic Infield Baseball
Interlake	2	1	1 Turf Baseball, 1 Turf Soccer & 1 Synthetic Baseball
Newport	2	1	1 Synthetic Baseball & 3 Turf Baseball
Sammamish	2	0	Funded from other sources, 2 Turf Softball
Sammamish	1	1	1 Hardball Baseball synthetic infield
Total HS Units	8	4	
Total Units	34		

* Subject to District Construction Schedule provided to City by District.

ORIGINAL

2189-RES
8/20/2009

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7970

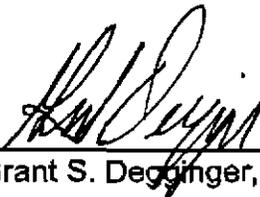
A RESOLUTION authorizing execution of an agreement with the Bellevue School District regarding City Scheduling of sportsfields on District property.

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

Section 1. The City Manager or his designee is hereby authorized to execute an agreement with the Bellevue School District regarding City Scheduling of sportsfields on District property, a copy of which agreement has been given Clerk's Receiving No. _____.

Passed by the City Council this 8th day of September, 2009, and signed in authentication of its passage this 8th day of September, 2009.

(SEAL)



Grant S. Degginger, Mayor

Attest:



Myrna L. Basich, City Clerk

Agenda

City Council

Regular Session

TUESDAY
September 8, 2009

8:00 – 10:00 p.m.
Council Chambers (1E-126)

Page

1. Call to Order
2. Roll Call, Flag Salute
3. Communications: Written and Oral

Note: Three-minute limit per person, or five minutes if representing the official position of a recognized community organization. Maximum of three persons are permitted to speak to each side of any one topic. Additional presentations may be heard at Agenda Item 13, including three additional persons speaking to topics heard at Agenda Item 3.

4. Reports of Community Council, Boards and Commissions
5. Report of the City Manager
6. Council Business and New Initiatives
7. Approval of the Agenda
8. Consent Calendar

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City of Bellevue

		<u>Page</u>
(a)	Minutes of June 29, 2009 Special Meeting Minutes of July 20, 2009 Study Session Minutes of July 20, 2009 Regular Session Minutes of July 27, 2009 Extended Study Session Minutes of August 3, 2009 Study Session Minutes of August 3, 2009 Regular Session	<u>8a-1</u>
(b)	Resolution No. 7968 authorizing execution of a three-year professional services contract on behalf of the Regional Fire Recruitment Consortium for which Bellevue functions as lead agency, with Public Safety Testing, Inc., in an amount not to exceed \$81,000, to perform entry-level firefighter recruit testing.	FIRE <u>8-1</u>
(c)	Resolution No. 7969 authorizing execution of a Network Service and Maintenance Agreement with the North East King County Regional Public Safety Communications Agency (NORCOM) for the provision of network and data center collocation services for the support of NORCOM's regional communications center.	ITD <u>8-7</u>
(d)	Resolution No. 7970 authorizing execution of an agreement with the Bellevue School District regarding City scheduling of sportsfields on District property.	PARK <u>8-13</u>
(e)	Resolution No. 7971 authorizing granting a Non-Exclusive Easement within a portion of the Northtowne Neighborhood Park to Puget Sound Energy, Inc. ("PSE") to install underground powerlines.	PARK <u>8-19</u>
(f)	Motion to award Bid No. 9234 to A-1 Landscaping and Construction, Inc., in the amount of \$889,140.00, as the lowest responsible bidder, to complete synthetic sportsfield improvements at Wilburton Hill Park (CIP Project P-AD-81).	PARK <u>8-25</u>
	<i>(This is a Parks Levy Implementation project.)</i>	
(g)	Ordinance No. 5899 authorizing execution of Amendment Nos. 5 and 6 to the State of Washington,	PARK <u>8-29</u>

Pedestrian System Upgrades as part of the Signal Warrant/Safety Program (CIP Plan N. PW-I-84) and Pedestrian Facilities Compliance Program (CIP Plan No. PW-W/B-49), to Oceanside Construction, Inc. in the amount of \$306,365.00, as the lowest responsible and responsive bidder.

- | | | |
|--|--------------------|---------------------------|
| <p>(k) Motion to award Bid No. 9242, Pedestrian Wayfinding Kiosks to Express Construction, in the amount of \$73,695.20, as the lowest responsible and responsive bidder, for the fabrication and installation of five new pedestrian wayfinding kiosks in downtown Bellevue funded through proceeds of a Federal Transportation Enhancements grant.</p> | <p>TRAN</p> | <p><u>8-69</u></p> |
| <p>(l) Resolution No. 7972 certifying the Emergency Declaration of the City Manager for construction of emergency public works to address water main breaks along SE 42nd Street in the vicinity of 146th Avenue SE.</p> | <p>UTIL</p> | <p><u>8-73</u></p> |
| <p>(m) Resolution No. 7973 authorizing execution of an amendment to the Software Maintenance Agreement (Addendum D of the System Purchase Agreement) with Advanced Utility Systems Corporation for the Utility Billing Customer Information System, in amounts not to exceed \$12,000 in 2009 and \$12,000 in 2010, to provide a limited amount of consulting and programming services.</p> | <p>UTIL</p> | <p><u>8-83</u></p> |
| <p>(n) Resolution No. 7974 authorizing execution of a contract with Cascade Supply Net, LLC, in an amount not to exceed \$420,994, for the purchase of an Emergency Portable Water Main Pipeline System utilizing Urban Area Security Initiative (UASI) sub-grant funds.</p> | <p>UTIL</p> | <p><u>8-87</u></p> |
| <p>(o) Resolution No. 7975 authorizing execution of a professional services agreement with S&B Incorporated for Phase IV of the Wastewater Telemetry Upgrade project, in an amount not to exceed \$320,000, for engineering and system</p> | <p>UTIL</p> | <p><u>8-95</u></p> |

Recreation and Conservation Office (RCO) 2006 Grant Project Agreement to : 1) extend the grant to June 30, 2011 (Amendment No. 5); 2) increase the grant by \$221,111.11 to further fund the Henrichs and Kim property acquisitions (Amendment No. 6); and 3) amend the 2009-2010 General CIP Fund budget to increase by \$221,111.11 and amend the General CIP Plan Project P-AD-15 to increase the project budget by \$221,111.11.

- (h) Ordinance No. 5900 authorizing execution of an Interagency Agreement with the Seattle Police Department of up to \$96,935 for the Bureau of Justice Assistance FY09 Recovery Act: Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation (ARRA); amending the 2009-2010 budget of the Operating Grants, Donations, and Special Reserves Fund in the amount of \$96, 935; and authorizing expenditures from said fund. POL 8-41
- (i) Ordinance No. 5901 authorizing execution: 1) of a grant agreement with the Washington State Department of Transportation (WSDOT) to accept up to \$192,500 in state Safe Routes to School funding; 2) amendment of the 2009-2010 General CIP fund to increase the appropriation by \$192,500 in grant funds; and 3) amendment of the 2009-2015 Capital Investment Program (CIP) Plan to increase the project budget for the 152nd Avenue SE and SE 45th Street/SE 46th Street to Newport Way by \$192,500 (CIP Plan No. PW-W/B-74). TRAN 8-49
- (j) Ordinance No. 5902 authorizing execution: 1) amendment of the 2009-2010 General CIP fund to increase the appropriation by \$366,095 to reflect receipt of a developer contribution; and 2) amendment of the 2009-2015 CIP Plan to increase the project budget for the Signal Warrant/Safety Program by \$366,095 (CIP Plan No. PW-I-84); and TRAN 8-57

Motion to award Bid No. 9110, 148th Avenue SE and SE 24th Street Traffic Signal Upgrade and Audible

integration services (CIP Plan No. S-57).

- | | | |
|--|--------------|---------------------|
| <p>(p) Ordinance No. 5903 authorizing execution of Amendment No. 1 to the interlocal agreement with Seattle-King County Department of Public Health (DOH) to accept grant reimbursement funds of up to \$58,282.77 to implement hazardous waste prevention and education programs in accordance with the Local Hazardous Waste Management Plan (LHWMP); establishing a project within the Operating Grants, Donations and Special Reserves Fund; appropriating unanticipated and future revenues to that fund; and authorizing expenditures of said grant funds.</p> | <p>UTIL</p> | <p><u>8-101</u></p> |
| <p>(q) Ordinance No. 5904 authorizing: 1) amendment of the 2009-2010 General CIP Fund to increase the appropriation by \$5,450,000; 2) amendment of the 2009-2015 Capital Investment Program (CIP) Plan to create a new CIP project entitled Bel-Red Land Acquisition (CIP Plan No. G-81) with a project budget of \$6,500,000; 3) transfer of budget totaling \$2,350,000 from an existing CIP project to fund G-81, Bel-Red Land Acquisition; 4) increase the project budget for CIP Interest and Interim Financing Expense (CIP Plan No. G-53) by \$1,300,000; and, 5) establish an effective date.</p> | <p>CIVIC</p> | <p><u>8-111</u></p> |
| <p>(r) Motion to approve payment of claims for the period August 1, 2009 through September 4, 2009 and payroll for the period July 16, 2009 through August 15, 2009.</p> | <p>FIN</p> | <p><u>8-121</u></p> |

9. Public Hearings
10. Land Use
11. Other Ordinances, Resolutions and Motions
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14. New Business

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7970

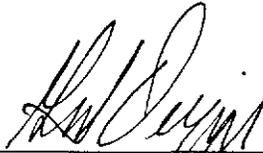
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Section 1. The City Manager or his designee is hereby authorized to execute an agreement with the Bellevue School District regarding City Scheduling of sportsfields on District property, a copy of which agreement has been given Clerk's Receiving No. 45196.

Passed by the City Council this 8th day of September, 2009, and signed in authentication of its passage this 8th day of September, 2009.

(SEAL)



Grant S. Degginger, Mayor

Attest:



Myrna L. Basich, City Clerk

RESOLUTION 7970

page 2

item 8 (d.)

Agenda

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p 1 of 6

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City of Bellevue

8a-1

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CITY COUNCIL AGENDA MEMORANDUM

SUBJECT

Resolution No. 7970, authorizing execution of an agreement with the Bellevue School District regarding City scheduling of sportsfields on District property.

FISCAL IMPACT

There is no fiscal impact associated with this agreement – costs are fully recovered by user fees.

STAFF CONTACTS

Jon Wilson, Community Services Supervisor, x4278

Shelley Brittingham, Assistant Director, x5213

Parks & Community Services Department

POLICY ISSUES

This project conforms to the following policy outlined in the Parks, Open Space, and Recreation Elements of the Comprehensive Plan:

Policy PA-14: Develop partnerships with other public agencies and the private sector to meet the demand for cultural and recreational facilities in the City.

BACKGROUND

In 1996, Parks & Community Services, working closely with local sports organizations, completed a Sportsfield Analysis study to determine the extent of the sportsfield needs and arrive at new solutions for efficient use of our sportsfields with community support. As a result of that work, the City initiated a centralized scheduling system and continued its improvement of school fields for practice and games that provided the community with safer, quality fields more efficiently used and equitably distributed.

Field Scheduling and Joint Use of District Athletic Fields

In August 1999, Council approved Resolution No. 6343, an agreement with the Bellevue School District for Field Scheduling Joint Use of District Athletic Fields. In September 2003, Council approved Resolution No. 6899 to renew the agreement, which is now up for renewal again.

The partnership formed by the Joint Use of District Athletic Fields has been beneficial to the District, community, and City. The community works directly with the City's Scheduling Office to schedule fields, thus eliminating the need to contact each school individually to use District fields. The City can ensure fair and equitable distribution of fields to the community.

The Agreement addresses all the key points involving scheduling and maintenance. This Agreement continues the City's ability to schedule and maintain sportsfields to meet demands of community leagues.

OPTIONS

1. Adopt Resolution No. 7970, authorizing execution of an agreement with the Bellevue School District regarding City scheduling of sportsfields on District property.
2. Do not adopt Resolution No. 7970 and provide alternative direction to staff.

ORIGINAL

0391-RES
07/21/99

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 6343

A RESOLUTION authorizing the City Manager or his designee to execute four interlocal, joint-use agreements with the Bellevue School District for athletic field scheduling, development 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 his designee is hereby authorized to execute with the Bellevue School District an Interlocal Agreement for Field Scheduling and Joint Use of District Athletic Fields during non-school times, CIP Project No. 3680-706, a copy of which Agreement has been given Clerk's Receiving No. 27500.

Section 2. The City Manager or his designee is hereby authorized to execute with the Bellevue School District a Joint Use and Athletic Field Improvement Agreement for the Ivanhoe Center Sports Field Complex, CIP Project No., 3680-706, a copy of which Agreement has been given Clerk's Receiving No. 27501.

Section 3. The City Manager or his designee is hereby authorized to execute with the Bellevue School District a Joint Use and Athletic Field Improvement Agreement for the International School Sports Fields, CIP Project No., 3680-706, a copy of which Agreement has been given Clerk's Receiving No. 27502.

Section 4. The City Manager or his designee is hereby authorized to execute with the Bellevue School District a Joint Use Agreement for Tillicum Middle School Campus, CIP Project No. 3680-706, a copy of which Agreement has been given Clerk's Receiving No. 27503.

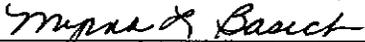
PASSED by the City Council this 2nd day of August, 1999, and signed in authentication of its passage this 2nd day of August, 1999.

(SEAL)



Mike Creighton, Mayor

Attest:



Myrna L. Basich, City Clerk

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 6899

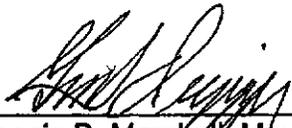
A RESOLUTION authorizing the City Manager or designee to execute agreements with the Bellevue School District regarding City scheduling and renovation of sportsfields on District property.

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 15th day of September, 2003, and signed in authentication of its passage this 15th day of September, 2003.

(SEAL)



Connie B. Marshak, Mayor

Attest:



Myrna L. Basich, City Clerk

CR# 45196 Date: 11-02-09 Loc: 09-707 PO #: 910920-000



City of Bellevue
Finance Department - Contracting Services
450 110th Ave. NE. Bellevue, WA 98004

Contract Routing Form

Current Contract Information:

Contract Title: Bellevue School District and City of Bellevue Interlocal Agreement - Field Scheduling and Joint Use of District Athletic Fields
Department: Parks - 587
Contract Manager: Jon Wilson
Contract Type: Interlocal Agreement (ILA)

Contract Description: Agreement between District and City on the scheduling of District Fields including maintenance
Contract Form: Standard COB document with no changes
Budget Expenditure:

Total Contract Value:
This Amendment Value:

Maximo User:

Vendor Information:

Is this a new vendor?
Vendor Name: Bellevue School Dist
JDE Vendor Number: 71215
Is this vendor an independent contractor?

Tax ID #:
COB License #:
UBI #:
Contractor's License #:

Contract Terms:

Original Effective Date: 09/08/2009 End Date: 08/31/2013 Subject To:

Related Contract Information:

Is this an amendment/change order/renewal? Yes

Amendment #:
Amendment Effective Date:
Original PO #:

Original Contract Value:
Total value of Previous Change Orders:

Council Approval:

Does this contract require council approval? Yes

Council Award Date: 9/8/2009 **Council Action:** Resolution **Legislative #:** 7970

Route:

		In	Out
Contracting Services:	<u>M Schwab</u>	<u>9/22/09</u>	<u>9/25/09</u>
Information Technology:	Not Required		
Legal:	<u>Thomas Y. Roubé</u>		
Insurance Reviewed By:	<u>Jeanne Nicolai</u>	<u>10/5/09</u>	<u>10/6/09</u>
Department Director:	<u>Shelly Marshall</u>	<u>10/21/09</u>	<u>10/21/09</u>
Contracting Services:	<u>M Schwab</u>	<u>10/23/09</u>	<u>10/23/09</u>
Return To:	Jon Wilson		
City Clerk's Office:	<u>Chaugen</u>	<u>10-30-09</u>	<u>11-02-09</u>

CONTRACT REVIEW CRITERIA

910920-000

Contract Title: Bellevue School District and City of Be... Vendor Name:

Dept. Contracting Services

- a) Does the Contract Routing/Approval Form and Contract have consistent information?
- b) Is the Contract Type and template appropriate for the services performed?
- c) Are the contract values (i.e aggregate values, yearly budget totals, taxable amounts, acct. numbers, etc.) accurate?
- d) Is the JDE vendor name and number accurate?
- e) Does the Contractor have a Bellevue Business License? If not, date Tax Office was notified? _____
- f) Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)?
- g) Is this an amendment or renewal? If so, are the original contract #'s and values indicated?
- h) Has the Selection Method been explained in Additional Comments? Are results attached?
- i) Is there an ordinance/resolution/motion for this contract? If so, is date and # noted? Is copy attached?
- j) Does the contractor meet requirements of the Independent Contractor Threshold question?
- k) Is Attachment "A" (Scope of Work and/or Services) attached?
- l) Is Attachment "B" (Insurance Requirements) attached?
- m) Are any additional riders required? If so, which one's? _____
- n) Does Insurer have a Best rating of A- or better?
- o) Is the Contractor identified as the insured?
- p) Does the Contractor have Commercial General Liability, Business Auto Liability, Worker's Compensation, and Employer's Liability/Stop Gap and special coverages as required?
- q) Are the policy expiration date(s) on the Certificate of Insurance current?
- r) Does the Contractor have a self-insured retention? Is it above \$50,000?
- s) Is the City listed as the Certificate Holder?
- t) Does the cancellation wording provide the City with 30 days notice?
- u) Is the Certificate signed?
- v) Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of Insurance? Is the additional insured status primary and non-contributory?
- w) Is the contract exempt from paying Prevailing Wages? If not, are current Wage Rates attached in Attachment "C"?
- x) Does the Contractor have an open account with the Washington State Department of Revenue?
- y) Are the Contractor's worker's compensation premiums current?
- z) Is the Contractor on the Federal Debarred Suspended List?
- aa) Does the vendor have an active Professional/Contractor License with the Washington State Department of Licensing?

RISK MANAGEMENT:

- Are the Insurance Requirements (Attachment B) appropriate for Scope of Work? *No \$ amt required?*
- Does the Contractor's Certificate of Insurance comply with the requirements? *No cert provided; one is on file*
- Are there any Limitations of Liability clauses or other risk transfer language problems that shift risk back to the City? *No*
- Does the Hold Harmless clause include language referencing Title 51 releases? *No*