

**FIRST AMENDMENT TO ADDENDUM #8 OF THE JOINT USE AGREEMENT
SHORELINE PAVILION AT SHORELINE PARK**

Whereas, on August 29, 2000, the Shoreline School District #412 and the City of Shoreline entered into a Joint Use Agreement, City Clerk Receiving No. 1273, and this Agreement has been amended on several occasions, with the last amendment executed on August 1, 2017, City Clerk Receiving No. 1273.07. The original Joint Use Agreement and all amendments thereto are collectively referred to herein as the "Agreement".

Whereas, the School District owns a parcel of property that was the site of the Shoreline Pool, King County Tax Parcel No. 225300340 ("District Property"). The City owns a parcel of property that is the site of Shoreline Park, a city park, King County Tax Parcel No. 225300320 ("City Property").

Whereas, Addendum #8 of the Joint Use Agreement sets forth the terms and conditions for the Shoreline Pool which is located on the District Property but is owned and managed by the City. In 2020, the City determined that the useful life of the Shoreline Pool ended and began the process for its eventual demolition, replacing it with another structure.

Whereas, the City has received a grant from the Washington State Department of Commerce to design and construct a pavilion and plaza, hereafter referred to as "Shoreline Pavilion," to be located on the District Property in the footprint of the Shoreline Pool.

WHEREAS, this Addendum is intended to formalize the cooperative use of the parties under the Joint Use Agreement of the Shoreline Pavilion and Plaza.

THE PARTIES AGREE AS FOLLOWS:

A. Addendum #8. Addendum #8, as executed by the City and the Shoreline District on August 1, 2017, is hereby repealed in its entirety, and replaced with this First Amendment to Addendum #8.

B. Use by City

1. The Shoreline Pavilion shall be owned solely by the City.
2. Except when scheduled by the School District as provided in Section C(1), the City shall make the Shoreline Pavilion available for scheduled use by the public. The City's use of the Shoreline Pavilion shall always have priority over the School District's use.
3. The City shall be solely responsible for usual maintenance and repair of the Shoreline Pavilion and for any future renovations.
4. The City may close or restrict access to the Shoreline Pavilion from time to time in order to perform maintenance, repair, or renovations.
5. The City will provide the School District reasonable prior notice of any planned closures and will make a good faith effort to minimize the impacts of such closures on School District scheduled use.

C. Use by School District.

1. The School District may schedule use of the Shoreline Pavilion up to a maximum of three (3) hours per day, separate or continuous, during the school year, generally September to June. If not in use for another scheduled activity, the School District may schedule other activities at the Shoreline Pavilion beyond the times noted in this section.
2. The School District shall schedule use with the City at least ninety (90) calendar days in advance of the proposed date of use. Provided that the School District shall provide reasonable notice if seeking to schedule use when there is not another scheduled activity.
3. The School District will be charged the hourly rental fee in effect at the time of the schedule use as listed in the City's Fee Schedule.
4. The School District shall be responsible for preparing the Shoreline Pavilion for its scheduled use.
5. The School District shall be responsible for cleaning and returning the Shoreline Pavilion to a same or similar condition following any scheduled usage.
6. The School District shall furnish and supply all expendable materials and equipment necessary for carrying on District-sponsored activities at the Shoreline Pavilion unless otherwise mutually agreed to by the parties.
7. The School District shall be solely responsible for supervising student or other authorized participant behavior at the Shoreline Pavilion during any scheduled usage.
8. The School District agrees not to withhold required authority for the City to secure permits or other authorizations for maintenance, repair, or renovations of the Shoreline Pavilion.
9. The School District agrees to leave the Shoreline Pavilion located on the site for a period of at least ten years from the date of installation.

D. Parking Facilities

1. Both Parties agree that the parking facilities adjacent to the site of the Shoreline Pavilion shall be made available for the users of the Shoreline Pavilion, whether for City use or School District use.
2. When parking overflow occurs, the School District agrees to allow Shoreline Pavilion users access to the adjacent Shoreline Center parking area, King County Tax Parcel No. 2225300360, subject to availability of parking space.
3. The City agrees that the parking facilities adjacent to the Shoreline Pavilion may be used by the School District for parking during non-scheduled Shoreline Pavilion hours, subject to availability of parking space.
4. Supervision and clean-up of parking facilities is the responsibility of the party using the facility during its scheduled usage time.

E. Insurance

The School District's Commercial General Liability policy required under the Joint Use Agreement shall include coverage for use of the Shoreline Pavilion in an amount not less than \$5,000,000 per occurrence and not less than \$10,000,000 general aggregate.

F. Effect.

Except as provided for in this First Amendment to Addendum #8, the Joint Use Agreement shall remain in full force and effect. This First Amendment shall take effect on the last date shown below.

Signatures on following page

Each person executing this Amendment to Addendum #8 on behalf of a Party represents and warrants that he or she is fully authorized to execute and deliver this Amendment to Addendum #8 on behalf of the Party for which he or she is signing.

CITY OF SHORELINE

By: _____

Bristol Ellington

City Manager

Date: _____

SHORELINE SCHOOL DISTRICT #412

By:  _____

Printed Name:

Title:

Date: 11/15/23 _____