

JOINT USE AGREEMENT AT ROBINSWOOD MIDDLE and HIGH SCHOOL

between

BELLEVUE SCHOOL DISTRICT

and

CITY OF BELLEVUE

The City of Bellevue (“City”) and the Bellevue School District (“District”) hereby enter into a joint use parking agreement to share the existing District-owned overflow parking facilities at Robinswood Middle/ High School located at 14844 SE 22nd St. to accommodate the parking needs created by the schedule use at Robinswood Community Park and the Robinswood North athletic fields. This Agreement is made and entered into this 5th day of April January 2004.

Whereas, City and District have an informal reciprocal agreement to utilize the existing parking facility at the Robinswood Middle/High school to accommodate scheduled use at Robinswood Community Park and Robinswood North athletic fields after 4PM Monday-Friday and all day and evenings on weekends and holidays.

Whereas the City of Bellevue Land Use Code permits joint parking agreements for properties located within 1,000 feet of each other.

Whereas, the purpose of is the joint use agreement is to make available additional off-street parking during scheduled activities at Robinswood Community Park and Robinswood North athletic fields in order to reduce parking on adjacent neighborhood streets and to formalize the aforementioned informal reciprocal agreement to ensure that scheduling conflicts will not occur.

NOW THEREFORE,

1. The District will make Robinswood Middle/High School overflow parking lot available to accommodate scheduled use associated with Robinswood Community Park and Robinswood North athletic fields. The hours available for overflow use will be after 4PM Monday through Friday and all day and evenings on weekends and holidays year-round. A diagram of said overflow lot is attached as Exhibit A, and made part of this agreement.

2. The District retains priority to use Robinswood Middle/High School parking lot areas associated with Robinswood School regardless of time of day or day of week to meet Robinswood Middle/High school needs.

3. The District will allow the City to erect signage to inform the public that the overflow lot is available to park users during times specified above, all at City expense. Location and content of signage placed on District property will be subject to District approval.

4. The District shall protect, defend, indemnify, and hold harmless the City, its officers, elected officials, agents, and employees from and against any and all claims, costs, judgments, attorney's fees and/or settlements whatsoever arising out of or in a way resulting from negligent acts or omissions of the District, its elected officials, employees and agents in performing this Agreement. The District's obligations under this paragraph 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 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 attorney's fees to enforce the provisions of this paragraph, all such fees, expenses and costs shall be recoverable from the District.

5. The City shall protect, defend, indemnify, and hold harmless the District, its officers, elected officials, agents, and employees from and against any and all claims, costs, judgments, attorney's fees and/or settlements whatsoever arising out of or in a way resulting from negligent acts or omissions of the City, its elected officials, employees and agents in performing this Agreement. The City's obligations under this paragraph 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 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 attorney's fees to enforce the provisions of this paragraph, all such fees, expenses and costs shall be recoverable from the City.

6. This Agreement shall be reviewed annually and jointly by the District and City and can be cancelled by either party with 180 days prior written notification.

7. This Agreement does not create in the City a right, title, or interest in the property owned by the District.

Bellevue School District

City of Bellevue

By: _____

By: _____

Jack McLeod

Patrick Foran

Director, Facilities/Info Services

Director, Parks and Community Services

Approved as to form:

| _____
Sharon Swenson Howard
General Counsel

Approved as to form:

Darcie Chinn
Assistant City Attorney