

**INTERLOCAL AGREEMENT BETWEEN
THE VASHON ISLAND SCHOOL DISTRICT AND
THE VASHON PARK DISTRICT**

This Interlocal Agreement ("Interlocal") is entered into by the Vashon Island School District and the Vashon Park District (the Parties) to govern the use of property and facilities included in the Vashon Commons.

Objectives. The objectives of this agreement are to:

1. Maintain the Vashon Commons facilities to provide for safe, sustainable use by school and park district programs and the Vashon community.
2. Make efficient use of public resources.
3. Provide user groups and other community members a significant role in decisions regarding use, maintenance, and improvement of the facilities.
4. Assure adequate funding for maintenance, improvement, and operation of the facilities by cooperating in seeking grants, user donations and fund raising.
5. Ensure equitable distribution between the Parties of costs associated with operating and maintaining facilities for educational and community benefit.

Property and Facilities subject to this Interlocal. The facilities subject to this agreement are known collectively as the Vashon Commons. Vashon Commons facilities include all athletic facilities owned or operated by the Parties, as well as indoor meeting spaces appropriate for public use like classrooms, libraries and multi-purpose rooms. The Vashon High School Theater is not subject to this agreement.

Use of Facilities. The School District agrees to provide the Park District use of its Commons facilities when they are not scheduled for School District use. School District use includes the following: 1) regular school day activities, 2) sanctioned WIAA activities, 3) district training activities and other district-sponsored events such as open houses, parent forums and band practices, 4) use of facilities by teachers in connection with regular employment by district, and 5) use of facilities by established School District partners like VYFS, PTSA, etc. The Park District agrees to use its best efforts to restore School District facilities to a clean and orderly condition after each use and will not make alterations to any School District facility without written consent.

Vashon Commons Committee. The Vashon Commons Committee will consist of seven members and will maintain usage, scheduling, and operations procedures consistent with

this agreement. The Commons Committee will be given the opportunity to provide input to the Commons facilities maintenance plans developed pursuant to this agreement. The Vashon Commons Committee will be co-chaired by representatives of the VPD and VISD governing boards designated by the Board Chairs for each district. The Commons Committee will include the VISD Superintendent, the VPD General Manager, one representative appointed by the VISD Superintendent and one representative from VPD user groups appointed by the VPD General Manager. The co-chairs of the Vashon Commons Committee will appoint jointly one additional at-large member. The Commons Committee will meet ~~no less than quarterly~~. Each member of the Vashon Commons Committee shall have one vote. The Vashon Commons Committee will operate according to its bylaws and may organize sub-committees with non-voting ad hoc members appointed by the co-chairs. All meetings will be noticed and open to the public.

* as needed and no less than once per year.
8/12/14 VPD Resolution #14-14 ; 9/11/14 VISD

Access. The School District will provide the Park District keys or equivalent access to Commons facilities. The Park District will not make copies of keys without written permission of the School District. For community uses of school Commons facilities, access to secure facilities will be provided only by Park District personnel. When a school district employee is utilizing school Commons facilities for a non-school event approved by the School District (i.e. out-of-season drop in activities, practices, etc.), the School District will pay the Park District user fees (at the non-profit rate) consistent with the Park District's user fee policy. Lost or stolen keys should be reported immediately to the School District.

Supervision. The School District will be responsible for supervision and security at School District-sponsored events. The Park District will ensure provisions for supervision and security at all other events.

Scheduling. At its expense, VPD will schedule Commons facilities for all users during non-school hours. When assigning use of Commons turf fields, the Parties will assure equitable distribution of wear and tear between School District-owned and Park District-owned facilities.

Commons facilities will be scheduled with the following priorities:

1. Maintenance or improvement of the facility.
2. Use by the district that owns the facility for its own programs. The district that owns a facility may place "holds" on days and times when it anticipates using the facility, but such holds must be confirmed or deleted no later than ten business days prior to the scheduled use.
3. Use by the Park District.

4. Use by community members for non-commercial activities, by other governmental entities, or by non-profit island-based groups.
5. Use by for-profit groups and by community members for commercial activities.

Further priorities may be established with mutual consent of the Parties and input of the Commons Committee.

Maintenance of Facilities. VISD is responsible for maintaining School District-owned Commons facilities and the Park District is responsible for maintaining Park District-owned facilities. For the purposes of this agreement the Burton Skate Park and the Vashon Elementary School site are considered Park District-owned facilities. The goal of this agreement is to maintain facilities to maximize use while preserving the integrity and longevity of the assets. If the School District's Commons facilities are subject to "Special Costs" due to non-School District use scheduled by the Park District, the School District may invoice the Park District for those costs within thirty (30) days of the time that the costs were discovered. The Park District will pay those costs within 30 days of receipt. Special Costs include, but are not limited to: theft, vandalism or damage other than normal wear and tear that is directly attributable to community use of the facility. Damage obligations owed pursuant to this section are exclusive of the Park District's \$100,000 annual usage payment to the School District.

Athletic Fields Annual Maintenance Plan. The VISD Facilities Manager and the VPD Maintenance Supervisor will meet annually to produce maintenance plans for athletic field facilities within their respective districts, which will include a schedule of major and routine maintenance activities (including periods of scheduled closure for maintenance purposes). The maintenance plans will seek to schedule maintenance activities during periods that will not disrupt school or community programs and avoid simultaneous closure of all Commons facilities. The commons maintenance plans will be submitted to the Commons Committee for comment by March 1.

Limitations on Use. To provide adequate and properly maintained turf areas for athletic events, the VISD Facilities Manager and the VPD Maintenance Supervisor will coordinate to examine the condition of Commons fields as they mutually determine necessary and communicate field conditions to the Commons Committee. When necessary to protect the long-term condition of a field or the safety of users, the VISD Facilities Manager, and the VPD Maintenance Supervisor may act in concert to recommend limitations on use, partial closure, or emergency closure of fields. The recommendation will be made in writing to the Park District General Manager and the School District Superintendent and will take effect with their concurrence. If they are unable to agree on a course of action, the Vashon Commons Committee shall immediately convene to determine an appropriate response.

All closures and the reasons supporting the closure will be regularly reported to the Commons Committee.

The following factors will be considered in determining whether to limit use, partially close or completely close a field:

- a. Existence of chuckholes
- b. Existence of standing water
- c. Extremely muddy conditions
- d. Potential to negatively and substantially affect the playing surface available for subsequent athletic events and seasons, including an inability to repair any damage to turf prior to the subsequent event or season
- e. Vandalism
- f. Damaged or denuded turf
- g. Faulty drainage
- h. Potential to cause damage that cannot be repaired during the growing season
- i. Other (snow, construction, natural disaster)

Fields closures will apply to all users, except the school district may continue to use the facilities for educational and recess purposes during the school day. Nothing in this agreement shall prevent the closure of any Commons Facility by VPD or VISD staff when required for the safety of the user, or necessary to prevent impending damage to public property.

Payment. During the term of this agreement, VPD will pay VISD the annual sum of \$100,000. The first annual payment of \$50,000 is due by June 1 of each calendar year and the second payment of \$50,000 is due by December 1 of each year. If the School District has not been paid by the above dates, it may close its facilities on the central campus for use by non-school district activities until payment in full is received from the Park District. VPD may charge fees for use of the Commons facilities for non-school district use.

Dispute Resolution. If a dispute arises regarding the meaning of this agreement, the Chair of the VPD Board, the Chair of the School Board, the General Manager of VPD and the Superintendent of VISD shall convene as the "Commons Dispute Resolution Board," with the addition of a fifth member jointly appointed by the VPD Board Chair and the VISD Board Chair. All determinations of the Commons Dispute Resolution Board are final.

Insurance. The Park District will maintain liability and property insurance coverage and is responsible for losses arising from its own use or negligence and any damages attributed to its use of Commons facilities.

Term of Agreement. Following approval of both governing bodies, this Agreement shall immediately become effective and remain in effect until June 30, 2015 and will automatically extend for another two year term unless the governing body of either Party votes to terminate it at least 90 days prior to June 30, 2015.

AGREED TO this 9th Day of May 2013 by

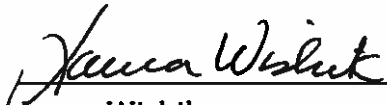
AGREED TO this Day of May 2013 by




Bob Hennessey
VISD Board Chair




Joe Wald,
VPD Board Chair



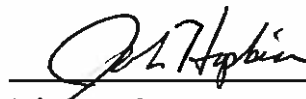
Laura Wishik,
Director



Lu-Ann Branch
VPD vice Chair



Dan Chasan
VISD vice Chair



John Hopkins
VPD Commissioner



Steve Ellison
VISD Director



Bill Ameling
VPD Commissioner



Kathy Jones
VISD Director



David Hackett
VPD Commissioner

Elaine Ott

From: Jodi Burwell [jburwell@vashonsd.org]
Sent: Monday, September 29, 2014 10:32 AM
To: eott@vashonparkdistrict.org
Subject: Board Approved contract revision

On September 11 the Vashon School District approved the contract revision:

A. Revision to VPD Interlocal Committee Meeting Requirements

Michael Soltman provided the VPD proposal to revise the Interlocal Committee Meeting Requirements as follows, "The Commons Committee will meet no less than quarterly" to the following: "The Commons Committee will meet as needed and no less than once per year." for board decision.

Bob Hennessey moved to approve the Revision to VPD Interlocal Committee Meeting Requirements and Kathy Jones seconded the motion.

Voted, Approved, Passed 4-0

Please let me know if you need anything further.

--

Jodi Burwell
Board Recording Secretary
Vashon Island School District
9309 SW Cemetery Road
Vashon, WA 98070
206-463-8533 Direct Line
jburwell@vashonsd.org

Please consider our environment before printing this email.

Mission Statement

Elaine: I compiled ideas for a mission statement. The one that seemed to encompass all the ideas is the one at the bottom of the 7/22/2014 Discussion list. "The mission of the Vashon Park District is to equitably provide and maintain parks and recreational resources; facilitate healthy lifestyle, activity and community programs; and preserve the Island's natural and man-made environment through sustainable stewardship, creative community partnership, and fiscal responsibility."

Bill: Historically it is the young who use the facilities.

Doug: That is not what I see.

Bill: Seniors don't want to join clubs.

Capt Joe: I think that statement is pretty good. I urge the Board to adopt this.

Jan: Use the word "built" instead of "man-made".

Lu-Ann: We can come back to our Mission Statement as a guide.

Doug: It's not like this is the Constitution.

Scott: It will be a nice filter.

Bill: we are only bound to State law.

Scott: If we stick to it, the public will have more respect for us.

Truman: It is an excellent mission statement. It gives us a way to say no.

Cici: The Geneva Park District put out a really good survey. I think that we could get a lot of great feedback. Geneva as in Illinois. They have an award winning park district. The last survey was done by people with very negative attitudes. Elaine has a lot of experience in this area.

LA: let's put this on next month's agenda.

Bill: I move to adopt with the one minor change.

Doug: second.

Vote next meeting.

**AGENDA ITEM:
MISSION
STATEMENT**

Board Votes

Inter-local Agreement Amendment.

Elaine: The motion was made to change how often the Commons Committee will meet. The School District will vote on the same thing at their next meeting

Bill: Call the question.

VOTE: Unanimous in favor.

Surplus Dirt.

Elaine: We should surplus the dirt if the user groups don't want it. I should talk to the user groups.

Mary: there is some question as to the equality of the dirt. Some dirt makes mud and some does not.

VOTE: Unanimous in favor

**UNANIMOUS
VOTE IN FAVOR
OF INTER-
LOCAL
AGREEMENT
AMENDMENT.
#14-14**

**UNANIMOUS
VOTE IN FAVOR
OF SURPLUSING
THE DIRT. #14-**

Paradise Ridge
 Caretaker S...ment
 - Vote

Elaine: I attended a class sponsored by the Auditor's Office. I learned that executive sessions are only for discussion only, not decision. The Board must vote on this. We discussed this issue about a contract for having Paradise vacated by June 30th. I have developed a prorated amount. He is not out.
 Lu-Ann: Are we voting on the addendum too?
 Elaine: We can. It is incorporated in the intent.
 Bill: Worded?
 Elaine: You need to vote for the \$6K. The spirit is that he needs to keep paying the utilities and so forth.
 Scott: So move. I move to our original action amended to reflect his staying past June 30th.
 Bill: The only amendment is the moving of the date.
 Elaine: No. We won't extend that, we will evict him. We will vote next time.
 Cici: It takes about 6 months to evict someone.
 Elaine: It is an emergency. His new plan is out in two weeks.
 Joe: MOTION to Suspend the rules. Doug second.
 UNANIMOUS.
 Bill: Call the question.
 UNANIMOUS IN FAVOR.

MOTION:
 TENANT
 STAYING PAST
 JUNE 30 PLAN.

 MOTION
 SECOND TO
 SUSPEND THE
 RULES,
 UNANIMOUS IN
 FAVOR.

 VOTE
 UNANIMOUS TO
 IMPLEMENT
 EXTENDED
 PLAN AT
 PARADISE. 14-17

Interlocal Agreement
 Meeting Req'mt
 Change - Vote

Our agreement presently contains the requirement that the Commons Committee will meet quarterly. Both the School District and the Park District would like the requirement to be changed that the Commons Committee will meet as needed.
 Lu-Ann: No less than once a year.
 Bill: I don't want a meeting to have a meeting
 Joe: Probably good to touch bases once a year.
 Elaine: A meeting needed is maintenance for next year.
 Bill: We will need a meeting in September to discuss the pool.
 Scott: Second
 Vote next meeting.

MOTION,
 SECOND TO
 REQUIRE THE
 COMMONS
 COMMITTEE TO
 MEET ONCE A
 YEAR.

 Agenda item!

FIELDS USAGE AGREEMENT**For Fields at Vashon Commons Enhanced with Community Funds**

This agreement is entered into between the Vashon - Maury Island Park and Recreation District, Vashon Youth Baseball and Softball, Vashon Youth Soccer, and the Vashon Island School District to provide a structure for the use of certain fields on School District property within the Vashon Commons. The spirit of this agreement is that the parties agree to use their best efforts to provide accessible playfields to meet the needs of Island youth, both through school and community based programs.

The interlocal agreement between the School District and the Park District establishes general priorities for the use of all school district fields. Certain specific fields may be substantially enhanced or even created with funds from the Park District, grants or otherwise sourced funds from the youth sports organizations, King County Youth Sports Field Grants Program, Fields of Dreams, the InterAgency for Outdoor Recreation or other sources.

These funds are targeted for sports programs beyond school programs, and require that public access to funded fields be assured. The School District will continue to maintain these fields as they have done historically with fields on their property, and the Schools require certain priorities and rights to assure the long term usefulness of the fields.

The parties agree to establish a committee consisting of a representative of the Parks District, a representative of the Schools Athletic Department, and the Schools Maintenance Department to administer usage and priorities at these community enhanced fields under the following guidelines:

1. During each sport season, the schools and community groups will work together to resolve differences regarding field sizing and marking so that these fields will be available for both groups.
2. These fields will generally be available for use on a year-round basis, not saved for a specific seasonal use. Of course, the fields are subject to temporary closure at the School District discretion for maintenance purposes.
3. The Parks District will have priority in scheduling ahead of the School District three weeknight (Mon-Fri) evenings per week after 5 PM on a predetermined schedule worked out by the above committee.
4. Generally, if one of these fields is deemed playable on a specific day for School programs, it is also playable for a Parks District program. The committee will address specific occurrences as they arise.

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Agreed to:

Richard W. Seidler 3/28/94
Richard Seidler, Superintendent, Vashon School District Date

Gary Christophersen 3/28/94
Gary Christophersen, Commissioner, Vashon Parks District Date

Ray Davis 3/28/94
Ray Davis, President, Vashon Island Youth Baseball and Softball Date

David Cooper 3/28/94
David Cooper, Commissioner, Vashon Youth Soccer Date