

**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 (VISD) and the Vashon Park District (VPD) (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, DOVE, VARSA, ROTARY 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 [Executive Director General Manager](#), one representative appointed by the VISD Superintendent and one representative from VPD user groups appointed by the VPD [Executive Director General Manager](#). The co-chairs of the Vashon Commons Committee will appoint jointly one additional at-large member. The Commons Committee will meet as needed and no less than once per year. 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.

[Addendum A represents the benchmarked incremental costs. Addendum A will be reviewed and agreed upon at the annual commons meeting. The two parties will discuss and agree to the benchmarked incremental costs in the context of the benchmarked incremental costs \(see Addendum A\) that will be determined between VPD Facilities Manager and VISD Director of Facilities.](#)

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. [The Park District agrees to use its best efforts to restore School District Commons facilities to a clean and orderly condition after each use and will not make alterations to any School District Commons facility without written consent.](#)

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~~ 20 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 ~~\$75100~~,000 annual usage payment to the School District.

Athletic Fields Annual Maintenance Plan. The VISD Facilities ~~Manager-Director~~ and the VPD Maintenance ~~Director 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 ~~Manager~~ Facilities Director and the VPD Maintenance Director 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 Director~~ Manager ~~Director~~, and the VPD Maintenance Director Supervisor may act in concert to recommend limitations on use, partial closure, or emergency closure of fields. The recommendation will be made in writing by email or phone call to the Park District Executive Director ~~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~~ 75,000, representing the incremental maintenance costs associated with community use of VISD facilities (see Addendum A). The first annual payment of ~~\$37,500~~ 50,000 is will be due by June 1 of each calendar year and the second payment of ~~\$37,500~~ 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. The parties agree the incremental cost to VISD of allowing community use of its Commons facilities is approximately \$75,000 and VPD will pay that amount for the duration of this agreement; except that, for the period from July 1, 2017, to July 1, 2019, the payment amount will be \$50,000, specifically, \$25,000 due December 1st 2017 and \$25,000 due June 1st 2018 and \$25,000 due December 1st 2018 and \$25,000 due June 1st 2019. At the end of the five-year term of this agreement, the parties will meet to mutually agree upon a new baseline of incremental costs which will form the basis of future payments from VPD to the VISD.

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 ~~Executive Director~~ 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, ~~2015-2022~~ and will automatically extend for another ~~two~~ five year term unless the governing body of either Party votes to terminate it at least 90 days prior to June 30, ~~2015~~ 2022. This agreement may be terminated by either party, with or without cause, by giving the other party 180-day notice of termination. Upon termination, the annual payment shall be prorated due within 30 days.

AGREED TO this 10th Day of August 2017

by

Steve Ellison
VISD Director - Board Chair

Karen Gardner
VPD Board Chair

Zabette Macomber
VISD Director - Vice Chair

Douglas Ostrom
VPD - Vice Chair

Dan Chasan
VISD Director

Lu-Ann Branch
VPD Commissioner

Bob Hennessey
VISD Director

Scott Harvey
VPD Commissioner

Toby Holmes
VISD Director

Bob McMahon
VPD Commissioner