

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

This Interlocal Agreement ("Interlocal") is entered into between the Vashon Island School District ("VISD") and the Vashon Park District ("VPD") to govern their use of property and facilities that are included in the Vashon Commons ("Vashon Commons" or "Commons"). This Interlocal supersedes all prior agreements between the parties.

**Objectives.** This Interlocal shall be implemented and interpreted in light of the following overall objectives:

1. Maintaining the Vashon Commons facilities to provide for safe, sustainable use by school and park district programs and the Vashon community.
2. Making efficient use of limited public resources by cooperating in the use of staff and the use and purchase of equipment and supplies.
3. Providing community members, particularly groups that use the facilities, a significant role in planning and implementing decisions regarding use, maintenance, and improvement of the facilities.
4. Increasing financial support for maintenance, operation, and improvement of the facilities by cooperating in seeking grants, user donations and fund raising.

**Property and Facilities subject to this Interlocal.** The property and facilities subject to this Interlocal are known collectively as the Vashon Commons. Elements of the Vashon Commons that are owned by VISD are all located on the central school campus and include all the athletic facilities, the High School theater and numerous meeting spaces appropriate for public use, including certain classrooms, the libraries and multi-purpose rooms. Elements of the Vashon Commons that are owned or leased by VPD include all park areas open to the public, excluding the lodging facilities.

Each party agrees to provide to the other the use of their Commons facilities when those facilities are not scheduled for use by the district that owns the facility.

The district that owns the facility shall use its best efforts to provide the facility in clean, usable condition before a scheduled Commons activity commences. When a VISD Commons facility is used by anyone other than VISD, then VPD shall use its best efforts so that when the activity is over the facility is in a condition that is at least as good as

when the activity commenced. When a VPD Commons facility is used by VISD, then VISD shall use its best efforts so that when the activity is over the facility is in a condition that is at least as good as when the activity commenced.

Each party shall designate one staff person to be the contact regarding cleaning and minor maintenance needed for use of the indoor Commons facilities. No alteration or changes of any kind shall be made by one party to the other party's facilities or equipment without the mutual agreement of the parties. However, VISD and VPD shall endeavor to quickly repair any conditions that impede the normal use of a commons facility.

**Vashon Commons Committee.** VISD and VPD shall establish a standing Vashon Commons Committee. The Vashon Commons Committee shall establish Commons usage, scheduling, and operations policies consistent with this interlocal agreement. The Commons Committee shall also provide input and advice on the Commons Maintenance Plan through the procedures outlined below. Collectively, the policies adopted by the Vashon Commons Committee shall be known as the Vashon Commons Working Guidelines and Policies ("Working Guidelines") and shall be deemed approved by the governing boards of both districts unless either governing board acts to revise the Working Guidelines within 45 days of adoption. In such a situation, the Working Guidelines shall not take effect and the Commons Committee shall work toward a policy acceptable to both boards. The committee may also make recommendations to the governing boards of each district for improvements to the commons facilities.

The Vashon Commons Committee shall be co-chaired by representatives of the VPD and VISD governing boards designated by the Board Chairs for each district. The VISD Superintendent and the VPD Executive Director, or their designees, shall be members of the committee. In addition, the Vashon Commons Committee shall include one representative from the VISD athletic community appointed by the VISD Superintendent, and one representative from VPD user groups appointed by the VPD Executive Director. The co-chairs of the Vashon Commons Committee shall jointly appoint one additional member for a total membership of seven.

The Vashon Commons Committee shall meet as necessary, but no less than quarterly. Each member of the Vashon Commons Committee shall have one vote, but the committee is encouraged to make decisions by consensus regarding use, scheduling, operation, maintenance, and recommended improvements to the Commons facilities.

The Vashon Commons Committee shall adopt its own operating rules and procedures. The Vashon Commons Committee may organize sub-committees with non-voting ad hoc members appointed by the co-chairs. All meetings shall be noticed and open to the public with an opportunity for public comment.

**Access.** Each district shall provide the other district with a key or equivalent access for Commons facilities that are used on a regular basis. The district that receives a key shall keep the key securely, shall not make additional copies without permission from the owner district, and shall only allow use of it by selected staff or designated District representatives. Lost or stolen keys should be reported immediately to the facility owner. VPD shall provide access staff or a designated VPD representative, at the sole expense of VPD, to provide access to Commons facilities located on the VISD central campus by non-VISD users. Equal access and opportunity for use of the facilities shall be provided without distinction according to gender or any other class protected by state or federal law.

Both parties recognize the importance of adequate supervision and security. Each district shall have responsibility for adequate supervision and security at its own events. For all other events, VPD shall be responsible for supervision and security. At a minimum, for security purposes, a staff person shall be available by cell phone and able to get to the location of the event in no more than ten minutes. At a minimum, on-site supervision during the event by a responsible adult will be provided as follows:

- 1 adult per 10 youth of elementary school age or younger;
- 1 adult per 15 youth of middle school age;
- 1 adult per 30 participants of high school age or greater.

**Scheduling.** VPD shall manage scheduling of the Commons facilities for all users, including VISD, during non-school hours. VPD shall acquire and maintain the equipment and software needed for this purpose at its own cost and provide any necessary training and support needed by school district staff for making scheduling requests or using the calendars. VPD shall employ the staff necessary for managing scheduling.

Use of Commons facilities shall be scheduled according to 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 other district for its staff or programs.
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.

Within this framework, further priorities may be established in the Working Guidelines. The form, "Agreement for use of Vashon Commons Facilities" will be completed by all users other than the district that owns the facility. The form shall require the user to agree to comply with VISD's policies on bullying, harassment, smoking, drugs, alcohol, and weapons. VPD shall maintain these Agreements on file for at least three years following the use.

VPD may require a damage deposit and may charge fees for use of the Commons facilities by anyone other than VISD. Fees charged by VPD shall comply with VPD Policy 12-07, Registration and Access Fee.

**Maintenance of Facilities.** VPD shall be solely responsible for maintaining all outdoor athletic facilities in the Commons. VISD shall remain responsible for maintaining the non-athletic outdoor areas, including but not limited to, the Chautauqua Elementary School playgrounds, gardens surrounding the buildings and other non-athletic grass areas. VISD shall also remain responsible for maintaining the red cinder track and the High School Stadium Grandstands.

It is the goal of this agreement to maintain facilities in a manner that maximizes use of the facility while preserving the integrity and longevity of the asset. In order to accomplish this goal, VPD agrees to hire, at its own expense, a Vashon Common's Chief Groundskeeper ("Commons Groundskeeper") who, through education and experience, is knowledgeable in maintaining high performance athletic surfaces. The Commons Grounds Keeper shall be capable of planning, implementing and executing maintenance of all Vashon Commons athletic field facilities. As necessary, the Commons Grounds Keeper shall be assisted by VPD maintenance staff.

If either district incurs "Special Costs" due to the other district's use of its facilities, it may invoice the other district for those costs within thirty (30) days of the time that the costs were discovered. The district that receives the invoice shall pay it within thirty (30) days of receipt. Special Costs include, but are not limited to: theft, custodial costs to make facilities usable for a scheduled activity when the district that owns the facility has failed to do so, custodial costs to return the facility to the condition it was in prior to an activity if the group using the facility fails to do so, vandalism or damage other than normal wear and tear, rental of alternative space if the district that owns the facility is unable to use it for its regular programs due to damage from use by another entity pursuant to this Agreement, and any other costs that the parties mutually agree in writing shall be considered "Special Costs."

**Annual Maintenance Plan.** The Commons Groundskeeper, the VISD Facilities Manager and the VPD Maintenance Supervisor will meet annually to formulate a

"Commons Maintenance Plan" for Vashon Commons athletic field facilities, which shall include the scheduling of major and routine maintenance activities on all Vashon Commons properties. The Commons Maintenance Plan, where possible, will endeavor to schedule maintenance activities during periods that will not disrupt school or community programs. For example, where possible, the Commons Maintenance plan should rotate field maintenance and rest periods to allow community use of at least one Commons athletic facility during all times of the year. The commons Maintenance Plan shall be submitted to the Vashon Commons Committee for input on scheduling and maintenance levels. Where feasible, the Maintenance Plan will identify areas where commons users can contribute to maintenance or improvement of Vashon Commons facilities through the donation of materials, services, or supervised labor.

VPD shall be responsible for funding all costs directly associated with the Commons Maintenance Plan. In addition, upon the installation of metering devices at VISD expense, VPD shall be responsible for ½ of the utility costs associated with all Commons facilities. The Commons Maintenance Plan and anticipated utilities costs shall be submitted to the VPD Board of Commissioners for inclusion in the VPD budget by no later than September 30 of each year.

VISD and VSD shall be responsible for maintaining all indoor Vashon Commons facilities that belong to the respective district. The districts shall work together to plan, fund and implement capital improvements to commons facilities, particularly where improvements are offset by reduced maintenance or utility costs.

During the initial two year term of this agreement, VPD shall have the use of existing VISD athletic field maintenance equipment for the purposes of fulfilling its obligations under this agreement. VPD shall be solely responsible for maintenance, repair and operational costs of VISD's equipment during this period and shall return all equipment in sound working condition if this agreement is terminated for any reason. VPD shall also use its own maintenance equipment and may acquire additional maintenance equipment at its own expense if deemed necessary by VPD. If this agreement is renewed for subsequent terms, VPD and VISD shall negotiate a purchase price for any VISD equipment that is used primarily for commons purposes. VISD shall cooperate with VPD to provide a location at the VISD central campus for secure storage of maintenance equipment and for the Chief Grounds Keeper to perform routine equipment maintenance.

**Limitations on Use.** In order to provide adequate and properly maintained turf areas for athletic events, the Commons Grounds Keeper shall examine the condition of Commons fields on a weekly basis and generate a written checklist report of field

conditions. For each Commons athletic field, the weekly checklist shall determine field status according to the following criteria:

- a. Field conditions excellent: schedule as necessary, no specified limits.
- b. Field conditions good: sustain present schedule, however, do not schedule any additional activities.
- c. Field conditions fair: regularly scheduled games and practices, but no extra practices or practice games.
- d. Unplayable field condition: temporary closure of unplayable portions of the field, duration dependent upon inspection and assessment of turf condition.
- e. Emergency closure: condition of field is completely unplayable and repair not feasible until the end of the season, unless designated otherwise.

The weekly checklist report shall be provided to the VISD Facilities Manager, the VPD Maintenance Supervisor, and other members of the Vashon Commons Committee.

When necessary to protect the long-term condition of the field or the safety of users, the VISD Facilities Manager, the VPD Maintenance Supervisor and the Commons Grounds Keeper may act in concert to recommend limitations on use, partial closure, or emergency closure of fields. The recommendation shall be made in writing to the co-chairs of the Vashon Commons Committee. The recommended action shall take effect immediately upon concurrence of the co-chairs. If the co-chairs are unable to agree on a course of action, the Vashon Commons Committee shall immediately convene to determine an appropriate response.

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 or extremely dry conditions
- d. Faulty sprinkler system
- e. Potential to negatively and substantially effect 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
- f. Vandalism

- g. Existence of damaged or denuded turf
- h. Faulty drainage
- i. Potential to cause long-term damage to the field that cannot be repaired during the growing season
- k. Other (snow, construction, natural disaster)

Any field subject to closure shall be closed for all uses until conditions improve or the defect is repaired. Nothing in this agreement shall prevent the immediate 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.

To preserve the Vashon High School Stadium and McMurray Practice Field surfaces, practices and games will be moved to other Commons athletic facilities when practical and appropriate for the safety of the user. For example, early fall and late Spring practices for younger athletes are encouraged to take place on VPD-owned Commons fields until field lights are necessary. The Vashon Commons Committee may establish further policies to govern use consistent with this interlocal agreement, including but not limited to, the regular rotation of boundary lines in order to avoid developing wear areas, closure due to extreme weather conditions, etc.

**Dispute Resolution.** The intent of the parties is to work collaboratively to administer this agreement for the best interest of each district and the larger Vashon community. In the event that a dispute arises regarding the meaning of this interlocal agreement, the Chair of the VPD Board, the Chair of the School Board, the Executive Director 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 shall be final and shall not be subject to review by the Superior Court.

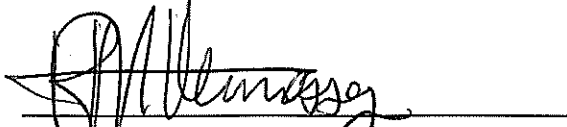
**Insurance.** Unless otherwise provided, it is agreed that the parties each shall maintain their own liability and property insurance coverage. Each party shall be responsible for losses arising from its own use or negligence and any damages attributed to joint use or negligence shall be comparatively apportioned between the parties involved.

**Administration of this Agreement.** Each party shall appoint one designee who shall act as its Interlocal Administrator and be responsible for administering this Agreement.

**Term of Agreement.** Following approval of the Board of Directors/Commissioners of both VISD and VPD, this Agreement shall become effective on June 31, 2009 and shall remain in effect until June 31, 2011. This agreement shall automatically extend for another two year term unless either the VISD Board of Directors or the VPD Board of

Commissioners votes to terminate the agreement at least 90 days prior to June 31, 2011. Either district may pursue amendments to this agreement at any time, which shall be adopted upon agreement of the governing boards.

AGREED TO this 14<sup>th</sup> Day of May 2009,



Bob Hennessy  
WSD Board Chair



Mike Collins  
VPD Board Chair



Recording Secretary  
VISD