

**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. This agreement supercedes all prior agreements.

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 fundraising.
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 and other outdoor spaces owned or operated by the Parties. The Commons will also include indoor spaces appropriate for public use and will be mutually determined by VISD and VPD. The Vashon High School Theater and Band Room is subject to the PAW (Performing Arts Wing) 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, JOURNEYMAN, SISTERHOOD, GUIDE DOGS, VASHON COMMUNITY SCHOLARSHIP FOUNDATION, PARTNERS IN EDUCATION, etc.

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 , one representative 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 will jointly appoint 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.

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 30 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. 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 \$75,000 annual usage payment to the School District.

Athletic Fields Annual Maintenance Plan. The VISD Facilities Director and the VPD Maintenance Director 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.

Limitations on Use. VISD and VPD will collaborate to preserve the health and safety of users and to preserve facility conditions when conditions may prevent use. To provide adequate and properly maintained turf areas for athletic events, the VISD Facilities Director will examine and determine the condition of Commons fields. When necessary to protect the long-term condition of a field or the safety of users, the VISD Facilities Director will communicate to VPD limitations on use, partial closure, or emergency closure of fields. The recommendation will be made by email or phone call.

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. Necessity to rest field according to use recommendations (see section Athletic Fields Annual Maintenance Plan)
- J. 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.

Porta Potties. Porta Potties will be provided by VISD to McMurray Fields, VHS Stadium, and VHS Baseball/Softball fields when these facilities are in use by VISD in-season athletics. Porta Potties will be provided by VPD to McMurray Fields, VHS Stadium, and VHS Baseball/Softball fields when these facilities are in use by VPD in-season sport programs. When VISD in-season athletic programs share Commons use with VPD in-season sport programs, VISD will work with VPD to determine Porta Potty need and determine

responsibility for providing additional capacity. For all other Commons use, VPD will determine the need and provide Porta Potties for public use.

Incremental Maintenance Costs. The school district facilities that comprise the Commons are public facilities wholly funded, operated and maintained for educational purposes, primarily through the payment of taxes by Vashon residents. An appropriate transfer payment under this agreement recognizes that educational funding cannot be used to subsidize community use, while ensuring that Vashon residents do not duplicate funding already provided to the school district for capital, as well as routine maintenance and operational expenses, related to commons facilities owned by VISD. In order to maintain this balance, the transfer payment shall be set to reimburse VISD for the incremental maintenance and other operational costs that directly result from community use of commons facilities owned by the school district that are not included within capital bonds, operational levies, or other public funding sources (“incremental costs”). For example, the regular maintenance of athletic grass, regular heating of indoor spaces, regular cleaning of facilities etc. are not incremental costs properly included in the transfer payment because they are required for normal VISD use and covered by capital or operational tax dollars. In contrast, expenses like additional port-a-potties for community use, additional cleaning requirements due to community use, outdoor lighting for non-school events, etc. represent incremental costs properly included in the transfer payment. Within this framework, VISD and VPD will negotiate a transfer payment (or other equivalent exchange of value) that approximates the incremental costs incurred by VISD under this agreement.

Payment. During the term of this agreement, VPD will pay VISD the annual sum of \$75,000 as the starting baseline, representing the incremental maintenance costs associated with community use of VISD facilities (see Addendum A). The first annual half payment is due by June 1st of each calendar year for January 1 - June 30, and the second half payment is due by December 1st of each year for July 1 - December 31. 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. For each subsequent year of the agreement, the annual payment shall increase by the annual percentage rate increase via the Bureau of Labor Statistics - Consumer Price Index for Urban Wage Earners and Clerical Workers Index (CPI-W) for the Seattle-Tacoma-Bremerton Washington area for the previous year. At the end of the three 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, and payment terms may be modified if needed.

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 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 from July 1, 2022 until June 30, 2025 and will automatically extend for another five year term unless the governing body of either Party votes to terminate it at least 90 days prior to June 30, 2025. 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. The agreement may be amended by either party at any time upon agreement.

AGREED TO this 25th day of August, 2022

by

Slade McSheehy

Dr. Slade McSheehy
VISD Superintendent

Toby Holmes

Toby Holmes
VISD Director - Board Chair

Elaine Ott-Rochford

Elaine Ott-Rochford
VPD Executive Director

Joshua

Josh Henderson
VPD - Chair

Signature: Slade McSheehy
Slade McSheehy (Sep 19, 2022 12:03 PDT)

Email: smcsheehy@vashonsd.org

Signature: Joshua W. Henderson
Joshua W. Henderson (Sep 21, 2022 11:47 PDT)

Email: josh4parks@gmail.com

Signature: Elaine Ott-Rochford
Elaine Ott-Rochford (Sep 26, 2022 11:04 PDT)

Email: eott@vashonparks.org

Signature: Toby Holmes
Toby Holmes (Sep 26, 2022 20:33 MDT)

Email: tholmes@vashonsd.org

Field Items		Vendors	Avg Ann Cost	FYTD	EST Parks %	Act. Parks Cost
Materials	Clay Brick, Bagged Clay	Puget Sound Specialties	\$ 10,859	\$ 6,730	20%	\$ 2,172
	Fertilizer, Grass seed					
	Chalk, Field Dry					
	Infield Conditioner					
	Field Paint	Pioneer& Ace	\$ 6,364	\$ 4,071	10%	\$ 636
	Chemicals	Wilbur Ellis	\$ 600	\$ 390	0%	\$ -
	Infield Mix	Floyd's	\$ 3,480	\$ 2,016	20%	\$ 696
	Sand & Gravel	Cal Portland	\$ 12,662	\$ 7,342	5%	\$ 633
	Garbage Bags	KCDA	\$ 600	\$ 350	10%	\$ 60
	Fuel	Williams	\$ 4,000	\$ 1,643	5%	\$ 200
Misc./Grounds	Amazon/other	\$ 2,155	\$ 815	0%	\$ -	
Equipment	Scoreboard Maint/Repairs	Daktronics	\$ 3,344	\$ 6,065	50%	\$ 1,672
	Tractor Parts, repairs	WA Tractor	\$ 300	\$ 471	5%	\$ 15
	Kubota parts, repairs	Jennings Equip	\$ 4,615	\$ 1,893	0%	\$ -
	Irrigation parts	Horizon	\$ 536		0%	\$ -
	Deere parts/service	Pacific golf/Turf	\$ 2,300	\$ 1,000	10%	\$ 230
	Sod cutter rental	Island Lumber	\$ 684	\$ 226	0%	\$ -
	Bleacher repair-lumber	VISD Mant	\$ 1,400	\$ 1,400	30%	\$ 420
	Lighting Replacement	Pacific Lamp	\$ 2,684	\$ 3,907	20%	\$ 537
	Toro, Deere parts/service	Western Equip	\$ 1,227		0%	\$ -
	Contracted Services	Port potties	United Site Svcs	\$ 2,164	\$ 2,300	0%
Top dressing & sod		Country Green	\$ 7,719	\$ 529	0%	\$ -
Repair of school lots		Jake Johnson	\$ 5,925	\$ 3,866	10%	\$ 593
VISD Svcs	Field trash Rem. Cleanup after park use	1 VISD Grounds/ Maintenance and 1 Custodian	\$ 60,466	\$ 30,232	25%	\$ 15,117
	Field Mowing & lining		\$ 60,466	\$ 30,232	25%	\$ 15,117
	Gym Floor resurface					
	Lock/door/Window/gym pad replace, vandalism, backboard repair. ect					
	Administrative	Kevin & Wendy	\$ 6,785	\$ 6,794	0%	\$ -
	Building Supplies	Gen. Hardware	Maint.supplies	\$ 52,000	\$ 35,253	5%
carpentry/painting						
Gym Floors Material		Walter E Nelson	\$ 18,000	\$ 3,253	60%	\$ 10,800
Custodial Supplies		VISD Custodial	\$ 58,000	\$ 41,107	10%	\$ 5,800
Utilities	Electric & Gas	PSE	\$ 284,685	\$ 114,665	5%	\$ 14,234
	Water- irrigation, building	Water Dist. 19	\$ 33,123	\$ 18,039	0%	\$ -
	Trash Disposal	V.Disposal	\$ 88,222	\$ 25,193	5%	\$ 4,411
			\$ 735,365	\$ 349,782		\$ 75,942

