

INTERLOCAL MASTER AGREEMENT
BETWEEN THE VASHON ISLAND SCHOOL DISTRICT AND
THE VASHON MAURY ISLAND PARK AND RECREATION DISTRICT

An Interlocal Master Agreement between the Vashon-Maury Island Park and Recreation District, (Park District), and the Vashon Island School District No. 402, (School District), establishing a framework for cooperation in the areas of recreation and community oriented facilities.

The basic purposes and intent of the Agreement include:

1. Cooperation in the operation of integrated school/park and recreation sites within the jurisdiction of the Park and School Districts.
2. Cooperation in the development and management of school/park joint use recreation sites by Interlocal Master Agreement subject to any limitations imposed by state statutes and/or budgetary constraints.
3. Providing for the joint use of facilities that belong to the Park District and/or the School District in a manner which does not interfere with the specific educational and/or recreational purposes for which the facility was intended.
4. Pursuing means to economize in facility maintenance through the cooperative planning of staff assignments as well as equipment acquisition and utilization.
5. Cooperating in seeking Federal, State, local government, and private grants to carry out the intent of this Interlocal Master Agreement.
6. Commitment to equal opportunity and non-discrimination in matters related to this Interlocal Master Agreement.

A. MAINTENANCE

1. Unless otherwise provided, it is agreed that the parties each shall maintain their own facilities and equipment which are used by the other party.
2. The district that owns the facility shall use its best efforts to provide the facility in clean, usable condition before the activity commences. The district using the facility 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.
3. The parties may enter into a separate contract with one another further defining the specific responsibility of each party for maintenance and upkeep.
4. 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.
5. The parties shall coordinate schedules for activities and programs in a manner that will ensure necessary facility maintenance can be done while permitting facility utilization.

B. LIABILITY

1. The parties may agree by entering into a separate contract with one another defining the specific responsibility of each party for insurance coverage.

2. Unless otherwise provided, it is agreed that the parties each shall maintain their own liability and property insurance coverage.
3. Both parties recognize the importance of proper security and acknowledge responsibility for building/site security before, during and after events. Measures will be taken to ensure appropriate security.
4. If either the Park District or the School District specifically allows the use of their facilities for educational, recreation and/or community purposes to the other, the responsible district shall provide sufficient supervision. Sufficient supervision shall cover at least the following:
 - a. Adequate supervision shall be provided to ensure security of the building/facility and the safety of the participants before, during, and after each activity. The district that is using the facility shall have staff on site during the entire time that the facility is being used. The staff on site will have a cell telephone at all times for messages and emergencies.
 - b. Special consideration for supervision shall apply for "Large Group Events" as defined by the Parks and School Districts. (See Large Group Event form)
 - c. At a minimum, supervision will be as follows:
 - Elementary Age – 1 adult per 10 youth
 - Middle School Age – 1 adult per 15 youth
 - High School Age and Adult – 1 adult per 30 participants

C. COSTS AND FEES

1. In order to help provide for the maintenance, upkeep and improvement of School District sites and facilities used by Park District and community users, the Park District agrees to provide the School District with an annual fee. The parties hereby agree that for the years 2003 through 2004, the annual fee will be thirty thousand dollars (\$30,000). The annual fee will be paid in two installments.
2. No later than October 1, 2004, the districts shall confer regarding the amount of the fee for the following three year period. The districts must mutually agree upon the fee amount.
Note: The prior Capital Improvement Project (CIP) fund balance established in 1990 will be held in reserve until mutually agreed upon projects are established.
3. User fees may be set for use of School District facilities by the Park District. Such fees shall be retained as revenue by the Park District.
4. 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 incurred. The district that receives the invoice shall pay it within thirty (30) days of receipt. Special Costs include: custodial costs to make facilities usable when the district that owns the facilities has failed to do so, custodial costs to return the facility to the condition it was in prior to an activity if the district using the facility fails to do so, vandalism or damage other than normal wear and tear, and any other costs that the parties mutually agree in writing shall be considered "Special Costs."
5. In allowing for the joint use of each party's facilities, the parties intend that such use shall not cause any unreimbursed direct or indirect costs or liability or degradation of property for the owner of the facilities.
6. It is the intent of the parties that all other agreements entered into between the parties shall be consistent with this Interlocal Master Agreement and shall be construed accordingly.

7. If improvements are made by one district to its own property and such property is jointly used property under this Interlocal Master Agreement, the district that owns the property may request that the other district share the costs of the proposed improvements. The request must be made at least sixty (60) days prior to the start of the improvement work. Unless the recipient of the request agrees to share the improvement costs, it shall not have any obligation to share the costs. All improvements to a party's property shall become and remain the sole property of the owner of the property, irrespective of who provides or pays for the improvements, unless otherwise agreed in writing between the parties.
8. Each party agrees to hold the other party harmless, to the extent allowed by law, from any and all liability incurred as a result of the use or development of the other party's property. Each party shall be responsible for losses arising from its own negligence and any damages attributed to joint negligence shall be comparatively apportioned between the parties involved.

D. SCHEDULING AND USE OF FACILITIES

1. Equal access and opportunity for use of the facilities shall be provided to males and females. Users of the facilities must comply with the School District's anti-harassment, bullying, smoking, weapons, alcohol, controlled substance and intimidation policies.
2. Each party agrees to provide to the other the use of their facilities when those facilities are not scheduled for use or maintenance by the owner or the owner's designated Partners. Each district may designate Partners by resolution of the district's Board of Commissioners. Partners are entities that assist the district in accomplishing its mission through a contract for services. Partners shall be listed in the Working Guidelines.
3. The Park District shall act as the schedule clearing center for the Park District and School District facilities for Park District users.
4. A general procedure for scheduling events will be developed jointly between the Park District and the School District, such procedures to accompany this Interlocal Master Agreement as a part of the "Working Guidelines". The procedure will place priority in use scheduling in the following order for Park District use of School Facilities:

First Priority:	School District Events (Youth and Adult) including Maintenance
Second Priority:	Vashon Park District Youth
Third Priority:	Nonprofit Youth Organizations
Fourth Priority:	Vashon Park District Adult
Fifth Priority:	Nonprofit Adult Organizations
Sixth Priority:	Private/Commercial Youth Groups
Seventh Priority:	Private/Commercial Adult Groups

For School District use of Park District facilities:

First Priority:	Park District, including Maintenance
Second Priority:	School District
Third Priority:	Community/Public

The Park District form, "Agreement for use of Vashon Commons Facilities" will be completed for all Park District/community uses. Users will agree to the provisions of the "Agreement for Use of Vashon Commons Facilities". This form will be reviewed as needed by the Park District and School District representatives.

5. The School District shall present to the Park District its requests for School District use of Park District owned facilities when such use is appropriate. Such requests will be submitted in writing sufficiently in advance of use to allow scheduling and/or denial due to previous commitment of the Park District-owned facilities.

E. GOVERNANCE-JOINT ADMINISTRATION

1. Each party shall appoint one designee who shall act as their representative and be responsible for administering this Interlocal Master Agreement.
2. Each party also shall designate one maintenance staff person to be the contact regarding cleaning and maintenance.
3. Each party shall provide the other party with a key or equivalent access for facilities that are used on a regular basis. The party that uses the facility shall keep the key securely and only allow use of it by selected staff.
4. The parties may hold quarterly operational review meetings. These meetings will address emergent operational issues and provide for cooperative management planning.
5. The parties shall develop "Working Guidelines" that detail the day-to-day guidelines and procedures for operation. This document will be subject to annual reexamination at an operational review meeting when the parties may revise it by mutual agreement.
6. All changes to this Interlocal Master Agreement other than minor procedural changes must be reviewed and approved by the School Board and Park District Board.

F. CANCELLATION DURING TERM

The Owner (School District or Park District) of the facilities reserves the final right to cancel the scheduled use of activities in emergencies, for construction of improvements, or in order to protect the property from degradation over and above normal wear and tear.

G. DURATION

This Interlocal Master Agreement shall become effective when ratified by the Board of Directors/Commissioners of both the School District and the Park District and shall continue to be in effect until December 31, 2004.



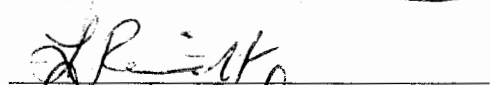
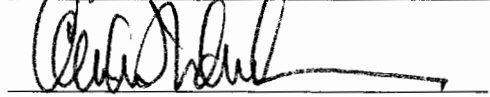
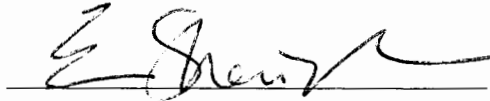
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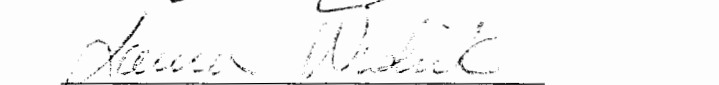
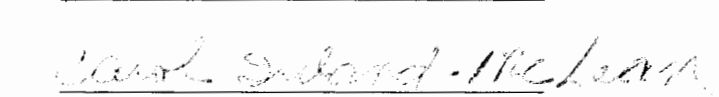

Upon initiation by either the School District or the Park District, this Interlocal Master Agreement may be terminated prior to its expiration without penalty or prejudice against either the Park District or the School District. A 90-day notice prior to the termination date must be given.

Adopted by the Boards of the Park and School District, Vashon Island, King County, Washington, at their regular meetings held on February 11th, 2003, and February 27th, 2003, respectively, with the following members of each Board being present and voting:


Vashon Island School District
No. 402

Vashon Park District

ATTEST:

 , Secretary, Board of Directors

 , Secretary, Board of Commissioners

First Adopted: May 26, 1994

Revised: August 18, 1994 to include Vashon Elementary Grounds/Old Gym

Revised: August 13, 1996 to (1) eliminate references to specific School district properties; (2) include "Large Group Events" in regards to supervision; (3) change the payment dates for the annual base fee; (4) establish regular operational review meeting; and (5) eliminate annual approval of the "Working Guidelines" and Interlocal fee by the respective boards.

Revised: January 14, 1999 to eliminate the Park District annual fee and to provide for an annual Park District grant to be matched by the School District.

Revised: March 27, 2001 to make several changes of significance to the document.

Revised: February, 2003

**2003-2005 Working Guidelines
Vashon Island School District / Vashon Park District**

1. Purposes

The purpose of this document is to identify the operating principles and procedures by which the School District and the Park District agree to administer the use of school sites and facilities per the Interlocal Master Agreement.

2. Term

The term of these Working Guidelines is for two years, beginning March, 2003.

3. Interlocal Master Agreement Administrators

The School District Business Manager and the Park District Director together (the Interlocal Master Agreement Administrators) are responsible for the general administration of the Interlocal Master Agreement. The Interlocal Administrators therefore are responsible for overseeing the principles and procedures identified in these Working Guidelines, amending and annually reviewing these guidelines, and resolving any disputes that arise between the parties. The Interlocal Administrators agree to notify each other of any circumstances or situations that are not in reasonable compliance with these guidelines or the Interlocal Master Agreement. (See Section 19 for Operational Review Meeting Guidelines.)

4. Community Use Periods

To facilitate scheduling for community use, the Park District is responsible for scheduling site and facility uses after 5:00pm on weekdays, all day Saturday and Sunday, and all non-school days. Exceptions to this will be addressed on a case by case basis. Any exception requires the pre-approval of the building administrator and notification of the District Facilities Director. In limited cases, approved community access to buildings prior to 4:00pm will be facilitated by School District personnel. These limited cases must be pre-arranged in a timely manner.

5. Areas Open to Community Use

- a). For purposes of these guidelines; common areas include fields (all schools), gyms (all schools), weight rooms (high school), wrestling rooms (high school), locker rooms (high school), tennis courts (high school), lunchrooms/multi-purpose rooms (all schools), and lobby area (middle school and high school).
- b). In order to hold a School District or school sponsored event, a Building Administrator or designee may temporarily "close" a common area. Additionally,

the District Facility Director may temporarily “close” specific commons areas for reasonable periods for repair and rehabilitation. In both cases, the Park District will be notified of such closures in a timely fashion after a decision is made, and with a minimum of five working days prior to the closure.

6. Special Use Areas

a). In addition to normally “open” areas, there are a number of “special use” areas that include:

- × Kitchens, snack bars, and the “cook shack”
- × The pottery room in the “K” Building at VHS
- × The stadium (VHS)
- × The theater (VHS)
- × Football field (VHS)
- × Nurse’s station (VHS)
- × Classroom adjacent to the theater (VHS)
- × Band room (VHS)
- × Home economics room (VHS)
- × Art room (McM)
- × Library (McM)
- × Classroom #122 (McM)

b). The School District recognizes that special use areas be made available for community use. However, the Park District will not schedule community events in special use areas without the full cooperation of affected School District staff. In all cases, community use of special use areas requires the pre-approval of the building Administrator. Likewise, the School District Facilities Director will be pre-notified of all community events in special use areas.

7. District Sites Excluded from Community Use

School District sites are either included or exclude for community use. The following District sites are full excluded from community use and therefore are not affected by these guidelines: the District Administrative Offices, the Maintenance Shop, the Vashon Elementary Annex, the School District Technology Center, and the “north-end site”.

8. Scheduling

a). The Park District is responsible for coordinating the scheduling of “Areas Open to Community Use” (see #5). The School District therefore recognizes that it must “close” areas from community use in order to hold its own events.

b). Except in limited cases (as defined in this Section, 8b), the Park District will inform School District building administrators of community schedule and location assignments a minimum of five work days before the event. The School District recognizes that the Park District will regularly receive requests for School District facilities as little as a day before the event. In turn the Park District recognizes

that these last minute assignments can be disruptive to School District operations. The Park District therefore agrees to limit assignments within the five day scheduling requirement to one per week. The School District Facilities Director will be specially informed of all late assignments. All Scheduling by the Park District of special use areas must be finalized five workdays prior to the event.

c). All scheduling and location disputes will be addressed and resolved by the School Building Administrator or designee and the Park District Reservations Coordinator a minimum of three days before the conflicting events. If resolution can not be achieved at this level, the Interlocal Administrators are responsible for resolving the issue.

9. Scheduling Priorities

a). School District or school sponsored events take priority over all other events during community use periods. However, these events will be coordinated with general community events through the Park District Reservations Coordinator.

b). School Building Administrators or designee must notify the Reservations Coordinator of School District or school sponsored events requiring the use of "open" areas a minimum of five workdays before the event. If the Park District has scheduled that area prior to being notified, the Park District assumes the responsibility of notifying the community user of their being "bumped" and arranging for other accommodations. However, School District staff will attempt to find a reasonable alternative for their use.

c). School Staff using School District sites and facilities for non-school related activities are considered community users and have no priority claim. If school staff members are uncertain whether their activities are considered school related, the Building Administrator will be contacted to make the determination.

10. Master Events Calendar

All schools will maintain a Master Events Calendar in a convenient location in their offices. Likewise, all schools will designate one District employee as the calendar manager. In general, the school calendar manager will make entries for School District or school sponsored events and the Park Reservation Coordinator will be responsible for entries on the Master Events Calendar at each school for community events. Entries will be made in a clear but concise manner. The entry should include: event, time (including time for set up and take down), location, user-group name and contact phone number. In order to avail possible "double bookings", entries into the calendar should be made as soon as convenient after a event date and location is set.

11. Use of School District Equipment

a). To a limited degree, the School District will make available for community use certain pieces of standard and customary equipment. In all cases, the use of

such equipment requires the pre-approval of the building administrator or designee. Park staff should request the use of School District equipment in conjunction with the "five day" event scheduling requirement. The attached "General Equipment Addendum" address specific considerations related to the use of District equipment.

b). As a general rule, equipment may not be moved from one School District location to another. In limited and unique cases, the Park District may request such movement. However, prior written approval by the Building administrators or designees from both the "loaning" building and the "using" building must be obtained. This document should clearly describe the equipment (including make, model, and serial number if available), must clearly identify the "loan" period including pick up and return dates and times, and must adequately address the mechanics of the movement of the item from one location to another including the individual responsible for the moving of the item.

12. Completion of Use Agreement

All community use will be scheduled based on information provided on the "Agreement for Use of Facilities" form. Individuals or groups requesting use should clearly indicate whether the function is community or school sponsored.

13. Clean and Ready Condition

a). School District staff will make every effort to have facilities in a clean and ready condition for community users by 4:00pm each day. Likewise, the Park District will inform each community user in writing of their responsibility to leave the facility in a clean and ready condition for school use.

b). So as to establish a definition of "clean and ready condition", the following standards are established:

- × The facility should be left in the same condition as it is found. For example, desks should be straightened, trash receptacles should be emptied, equipment should be returned to its original location, floors should be cleaned and dispensers should be filled.
- × All trash should be deposited in the dumpster.
- × All rest rooms and or locker rooms should be sanitized.

c). The School District may provide training to Park District personnel on the particulars in meeting this condition. The School District and the Park District will make available cleaning and product supplies for this purpose. The School District will provide a quarterly supply reimbursement statement to the Park District.

d). The Park District site supervisor will document conditions prior to and at conclusion of the community use.

14. Security and Site Supervision

- a). Both the School District or the Park District and its community user groups will be responsible for security of the building during their time of use, which shall include adequate securing of the facilities at the conclusion of use.
- b). So as to establish a definition of "secure", the following standards are established:
- × When school buildings are normally closed, all building users must sign in and out as they first enter and leave the building. This includes Park and School District personnel entering or leaving a building for a park District or School District sponsored event. The School District will provide a standardized form for this purpose.
 - × Furniture and equipment should be returned to its original location.
 - × Lights should be turned off.
 - × All interior and exterior doors should be checked that they are properly locked before leaving the building.
 - × All building wide alarm systems should be properly set as well as any room specific alarms.
- c). The School District is responsible for access and security for School District sponsored events whenever they are held.
- d). The Park District site supervisor will be on site during all community use hours. The School District will provide a work space in a central location at Chautauqua Elementary School. The Park District site supervisor will have a cell telephone at all time for messages and emergencies. He/she will check in at all sites during community use hours but be primarily stationed at Chautauqua Elementary School.

15. Additional Maintenance/Custodial Work

- a). The Park District is responsible for the cost of any additional work required by School District staff to bring the area up to a clean and ready condition. The amount will be calculated by the School District Facilities Director for staff time or work materials necessary. The Park District will then be billed.
- b). If a negligible or limited amount additional maintenance or custodial work is required during or because of community use, school custodians may be asked to do the work by a school district representative/Facility Director at the request of a Park District representative.
- c). If the custodian on site believes the additional work will require overtime, he or she will so inform the Park District site supervisor first. When so informed, the Park District representative may then decide to do the work on his/her own. If the Park District representative decides not to do the work on his/her own, a minimum of one-half hour overtime is established and the School District Facility Director is notified. This work will be done in a timely manner as to not adversely affect the general school building operations.
- d). The custodian on site has the right to refuse performing limited additional work requiring overtime. If the Park District representative then decides not to do the work on his/her own, the one-half hour overtime minimum still applies. The

School District Facility Director will reassign the overtime to another staff member and ensure that work is completed.

e). When more than a negligible or limited amount of maintenance or custodial work is anticipated, the Park District must contact the School District Facilities Director in a timely manner and request the assistance of the "dedicated community use" School District custodian. A two hour minimum cost applies whenever this custodian is called in for assistance.

f). The Park District recognizes that such work will be chargeable to them at the union rate as established by contract between the Vashon School District and SEUI #6, and may likely involved overtime. All such additional time will be authorized for payment by the School District Facilities Director. The Park District agrees that all additional costs of the School District for maintenance and custodial services are not included in the Annual Base Fee and are therefore considered billable extraordinary costs.

16. Other Extraordinary Costs

Expenses incurred by the School District due to community use beyond the Annual Maintenance and Upkeep fee and/or the user fees will be payable by the Park District on a monthly basis as invoiced. Invoice disputes will be addressed by the respective Interlocal Administrators.

17. Damage/Conditions below Standards

a). Park District staff will promptly report to both the school site administrator and/ or designee and the School District Facility director any damage found when initially entering a School District site. Also, Park District staff will report to the School District Interlocal Administrators any initial use condition below standard. Health and/or safety issues are to be reported immediately to the School District Facilities Director or designees. All other issues will be reported in a timely manner.

b). Likewise, School District Administrator and /or designees will promptly report to the Park District Facility Coordinator any damage found when initially entering a School District site after a community event. Also, School District staff will report to the Park District Facility Coordinator any use condition below standard.

c). The School District reserves the right to prohibit the use of School District sites by community groups or users who have inappropriately used the site.

18. Alteration of School District Property

a). No alteration, additions, renovations or improvements of School District property are permitted without the written approval and supervision, if required, of the School District Facilities Director.

b). If the School District intends to make building alterations that may effect community use, the School District's Facilities Director will notify the Park District

prior to initiating the alteration. This notification is only informational in nature and is designed to assist the Park District in scheduling events.

19. Operational Review Meetings

- a). The School and Park Districts agree to hold operational review meetings on a quarterly basis in November, February, May and August.
- b). These meetings will be co-chaired by the Interlocal Administrators. Tentative meeting agendas will be established five working days prior to the meeting.
- c). At least one representative from Chautauqua, McMurray, and Vashon High will attend the quarterly meetings. Additionally the School District's Facilities Director and the Park District's Scheduling Coordinator will attend these meetings.
- d). At each quarterly meeting, the Park District will present a brief written report detailing the use of School District sites identifying sites, times, groups, and fees.

20. Annual Base Fee

By August 31 of each year, the School and Park Districts will mutually agree on an Annual Maintenance and Upkeep fee being paid to the School District in two installments. These funds will be deposited in the School District's General fund and/or Capital Fund accounts.

21. Other Extraordinary Costs

Expenses incurred by the School District due to community use beyond the Annual Maintenance and Upkeep fee and/or the user fees will be payable by the Park District on a monthly basis as invoiced. Invoice disputes will be addressed by the respective Interlocal Administrators.

22. Guideline Addenda

To address specific areas of concern, the School and Park Districts agree to augment these working guidelines as needed with miscellaneous addenda. These supplements are intended to more completely define School and Park District expectations, exclusions, restrictions, responsibilities, and obligations. Addenda may be attached for such items as general equipment, gyms, and fields.