Meeting Minutes

July 12, 2012

Orcas Island Park and Recreation District Commission Regular Meeting, Thursday, July 12, 2012 Orcas Island Fire District Station #1, Eastsound 4:00 P.M.- 7:00 P.M.

I. CALL TO ORDER (4:00)

Martha Farish, Chairman

Roll call:

Seat 1: Vicki Vandermay

Seat 2: Bob Eagan

Seat 3: Martha Farish

Seat 4: Jim Bredouw - Skype

Seat 5: Ian Lister

II. PUBLIC COMMENT

Krista spoke on fall programming.

Kings football has approached funhouse to see if Orcas Park and Rec can run the program. Kings need a commitment by August 1.

The Program Committee (Vicki and Jim) will meet with Kings and Krista July 19th at 9:30 at the Funhouse to discuss Fall programming. Comments, Concerns, Ideas

III. MONTHLY BUSINESS

Previous Minutes April 26th, Martha made a motion to approve, Vicki seconded. Passed unanimously.

May 10th not done yet.

June 14th Bob made a motion to approve, Vicki seconded. Passed unanimously. June 22 not done yet.

July 5 not done yet.

Martha would like the minutes caught up for 2012 by August 9th meeting. Ian agreed to do so.

Financials

55% of our tax funds have come in. Actual \$138,529.75. Balance \$112,675.25

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Payment of Claims Cunningham / Kobayashi Payment of Claims Ron Griffith

Motion: to pay the July 12 payment of claims as drafted by Jim.

- Ian, Bob
- Deliberations: none
- Vote: unanimously aye

Committee Reports

Buck Park

Buck Park Maintenance Contract - Draft 2 alkc 06-25-12.pdf Committee Report 7-12.pdf FAQs - Copy.pdf Maintenance AD - Copy.pdf

Bob to have Adina change agreement back to sole proprietor instead of general contractor.

Bob will start advertising for Buck Park maintenance this week in the sounder (on line and in print). Ian to post on our web page.

FYI – Bob brought up that people from the dog park have been talking to him that the Dog Park lease may not be renewed. Bob suggested we have some area by the Skate Park. Cemetery District also has some land that may be usable.

ActiveNet

The July 11th tennis event was cancelled and all refunds went through fine.

Athletic Solutions Committee

SCAN5986_000.pdf, SCAN5987_000.pdf, soltman memo020509.pdf

Meeting with 2 Friday Harbor School board members, OI school board member Chris Sutton, Vicki Vandermay, Ian Lister and Sally Thomsen, Island Rec.

Vicki brought up that she is considering applying for AD position – any conflicts with Commissioners? None at this time but could be for the school or on money negotiations.

Tennis

Looking good for the kids classes. Looks like we have 8. Krista says that on Orcas many times the drop in's double. Need to deal with waivers on the day of.

IV. UNFINISHED BUSINESS

FHC and agreements w/ subcontractors signed.

Martha presented the following contracts to Ian for our records:

Short Contract w Mark Up - Short Form OIPRD Contract for Services 062112 alkc.doc.pdf
Long OIPRD Contract Marked for Services for Business Entities 062112

Money handling protocol FHC

alkc.doc.pdf

Sign in-sheet drop-in fee.doc.pdf Fee Transferform.doc.pdf

Various boilerplate agreements, releases

Consent to Release Information and Release from Liability 7-11-12.doc
Service agreement for parks and rec volunteers 7-11-12.doc
Volunteer Registration and Service Agreement 7-11-12.doc
Volunteer Registration and Service Agreement Electronic Version 7-11-12.doc

All interlocal agreements have to be recorded, Martha will check to make sure Buck Park agreement has been recorded by Adina.

Motion: to pass all boilerplate agreements above.

- Bob, Vicki
- Deliberations: none
- Vote: unanimously aye

Director Search status, process

2 citizens - Colleen O'Brien, Justin Paulson

Final vote of 5 commissioners

Jim is running the interviews. Martha is going to go first.

Do not disclose names.

Retreat; open house

Martha to check which dates will work for the facilitator Sept. 29, October 20, October 27.

September 16 Open house/New director

New Chair

Motion: that Bob Eagan be the new OIPRD chairman.

- Vicki, Jim
- Deliberations: none
- Vote: unanimously aye

Enduris - Membership Renewal (Sept 1, 2012- Sept 1, 2013) - Tabled for August, from May R. P. Meeting

V. PRIVILEGED BUSINESS

Executive Session per 42.30 RCW (Open Public Meetings Act) to discuss Director position resumes, to be concluded by 6:35

Director Search - Resumes

VI. <u>NEW BUSINESS</u>

FHC

Teen Night, After school Program Proposal

VII. ADJOURNMENT (6:40)

Motion: to adjourn

- Vicki, Jim
- Deliberations: none
- Vote: unanimously aye

Addenda:

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Buck Park Maintenance Contract - Draft 2 alkc 06-25-12.pdf

Committee Report 7-12.pdf

FAQs - Copy.pdf

Maintenance AD - Copy.pdf

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SCAN5987_000.pdf

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Short Contract w Mark Up - Short Form OIPRD Contract for Services 062112

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Long OIPRD Contract Marked for Services for Business Entities 062112

alkc.doc.pdf

Sign in-sheet drop-in fee.doc.pdf

Fee Transferform.doc.pdf

Consent to Release Information and Release from Liability 7-11-12.doc

Service agreement for parks and rec volunteers 7-11-12.doc Volunteer

Registration and Service Agreement 7-11-12.doc

Volunteer Registration and Service Agreement Electronic Version 7-11-12.doc

Teen Night, After school Program Proposal

Regular Meeting minutes for July 12, 2012

Approved by motion on this 27 th day of October, 2012

Signed and attested this 27 th day of October , 2012

Tan Lister, Commissioner #5,

Secretary

Martha Farish, Commissioner #3,

Chair

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MONTHLY FINANCIA TATEMENT BY FUND SAN JUAN COUNTY
START DATE: 6/1/2012 END DATE: 6/30/2012

Fiscal Year: 2012
FUND: 6501.00 ORCAS ISLAND PARK AND REC DISTRICT

Account N	Account No Account Description	Amount	Total Amount Beginning Balance	Ending Balance
101 BEGIN	101 BEGINNING CASH BALANCE		130,881.58	
310 380 380	TAXES CHARGES FOR GOODS AND SERVICES NONREVENUES TOTAL RECEIPTS	1,198.17	1.198.17	
570 570	CULTURE AND RECREATION CULTURE AND RECREATION TOTAL DISBURSEMENTS	3,015.10	3,015.10	
101 ENDIN	101 ENDING CASH BALANCE		GL ENDING CASH BALANCE NET VARIANCE =	129,064.65 129,064.65 0.00
241 PRIOF	241 PRIOR BONDS OUTSTANDING (BEGINNING BALANCE) BONDS PAID BONDS ISSUED NET CHANGE 241 BONDS OUTSTANDING (ENDING BALANCE)	0.00	0.00	000
151 BEGIN	151 BEGINNING INVESTMENT BALANCE INVESTMENTS ACQUIRED INVESTMENTS LIQUIDATED 151 ENDING INVESTMENT BALANCE	0.00	0.00	0.00

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San Juan County 6/1/2012 through 6/30/2012

6501	Orcas Island Park and Rec District						
00	*** Title Not Found ***						
Account Number	mber	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
508.00.00	*** Title Not Found ***						
508.00.00.0000	Cash and Transfers	70,914.00	0.00	0.00	0.00	70,914.00	0.00
Total	*** Title Not Found ***	70,914.00	00.0	00.0	0.00	70,914.00	00.0
Total	Ending Net Cash and Investments	70,914.00	0.00	00.0	0.00	70,914.00	0.00
576.80.10	Salaries and Wages						
576.80.10.0001		25,000.00	0.00	0.00	0.00	25,000.00	0.00
576.80.10.0002		16,250.00	0.00	00.0	0.00	16,250.00	0.00
Total	Salaries and Wages	41,250.00	0.00	0.00	0.00	41,250.00	0.00
576.80.20	Personnel Benefits						
576.80.20.0001		5,363.00	0.00	0.00	0.00	5,363.00	0.00
576.80.20.0004		2,700.00	0.00	0.00	0.00	2,700.00	0.00
Total	Personnel Benefits	8,063.00	0.00	0.00	0.00	8,063.00	0.00
576.80.31	Supplies						
576.80.31.0000	Contingency	6,000.00	0.00	0.00	0.00	6,000.00	0.00
576.80.31.0003		200.00	0.00	00.0	0.00	200.00	0.00
576.80.31.0008		200.00	0.00	0.00	00:00	200.00	0.00
576.80.31.0009		200.00	0.00	0.00	00:00	200.00	0.00
Total	Supplies	7,500.00	0.00	00.00	00:00	7,500.00	0.00
576.80.35	Small Tools and Minor Equipment						
576.80.35.0001		3,000.00	0.00	342.00	0.00	2,658.00	11.40
576.80.35.0002		5,500.00	0.00	0.00	0.00	5,500.00	0.00
576.80.35.0003		1,250.00	0.00	0.00	0.00	1,250.00	0.00
Total	Small Tools and Minor Equipment	9,750.00	0.00	342.00	0.00	9,408.00	3.51
576.80.41	Professional Services						

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6501 Orcas Island Park and Rec District

00 *** Title Not Found ***

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
	2,000.00	0.00 1,293.60	7,732.62	0.00	-5,732.62	386.63
	16,000.00	0.00	00.00	0.00	16,000.00	0.00
	4,000.00	0.00	0.00	0.00	4,000.00	0.00
	2,000.00	0.00	0.00	0.00	2,000.00	0.00
	19,860.00	0.00	0.00	00:00	19,860.00	0.00
	4,000.00	1,696.50	1,696.50	0.00	2,303.50	42.41
Section 1	6,500.00	0.00	00.00	00:00	6,500.00	0.00
_	1,000.00	0.00	0.00	00:00	1,000.00	0.00
Iotal Professional Services	55,360.00	2,990.10	10,762.65	0.00	44,597.35	19.44
576.80.42 Communication						
576.80.42.0000 Contingency	3,000.00	0.00	6.360.20	00 0	-3 360 20	212.01
576.80.42.0001 Postage & Shipping	12 100 00	000	000		0,000,00	10.21
576.80.42.0003 Printing / Graphics	0000	26.00	00.0	0.00	12,100.00	0.00
	00.0	29.00	75.00	0.00	-52.00	0.00
	1,200.00	0.00	0.00	00:0	1,200.00	0.00
2	4,000.00	0.00	0.00	0.00	4,000.00	0.00
Total Communication	20,300.00	25.00	6,385.20	00:0	13,914.80	31.45
576.80.43 Travel						
576.80.43.0002 Travel	250.00	0.00	0.00	00.0	250.00	000
Total Travel	250.00	0.00	0.00	0.00	250.00	00.0
576.80.44 Advertising						
=	2,000.00	0.00	1,314.72	0.00	685.28	65.74
Total Advertising	2,000.00	00.00	1,314.72	0.00	685.28	65.74
576.80.45 Operating Rentals and Leases						
576.80.45.0000 Operating Rentals and Leases	0.00	0.00	44.00	0.00	-44.00	0.00
J. O.O. 43.0004 Eveni Rental rees Total Operating Rentals and Leases	6,000.00	0.00	0.00	0.00	6,000.00	00.00
	00.000.00	00.0	44.00	0.00	5,956.00	0.73

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San Juan County 6/1/2012 through 6/30/2012

6501 Orcas Island Park and Rec District

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Account Number	mber	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
576.80.46	Insurance Premiums and Recoveries						
576.80.46.0001 Total	576.80.46.0001 Insurance Premiums and Recoveries Total Insurance Premiums and Recoveries	3,000.00	0.00	0.00	0.00	3,000.00	0.00
576.80.47	Utility Services						
576.80.47.0002 Water 576.80.47.0008 Sewer	Water Sewer / Garbage	2,000.00	0.00	0.00	0.00	2,000.00 7,000.00	0.00
Total	Utility Services	9,000.00	0.00	0.00	0.00	9,000.00	0.00
576.80.48	Repairs and Maintenance						
576.80.48.0000 Contingency	Contingency	2,500.00	0.00	0.00	0.00	2,500.00	0.00
576.80.48.0005 Total	576.80.48.0005 Grounds Maintenance Total Repairs and Maintenance	29,200.00	00.0	0.00	00.0	29,200.00	0.00
576.80.49	Miscellaneous						
576.80.49.0000	Contingency	2,000.00	0.00	16,363.69	0.00	-14,363.69	818.18
576.80.49.0003	Swimming scholarships/opportunities	6,000.00	0.00	0.00	0.00	6,000.00	0.00
576.80.49.0004		14,000.00	0.00	0.00	00:00	14,000.00	0.00
Total	Miscellaneous	22,000.00	0.00	16,363.69	0.00	5,636.31	74.38
Total	General Parks	213,673.00	3,015.10	35,212.26	0.00	178,460.74	16.48
Total	Park Facilities	213,673.00	3,015.10	35,212.26	0.00	178,460.74	16.48
591.79.77	Other Notes						
591.79.77.6721	591.79.77.6721 GAP Loan Principal Repayment	21,668.00	0.00	21,688.00	00:00	-20.00	100.09
Total	Other Notes	21,668.00	0.00	21,688.00	0.00	-20.00	100.09
Total	*** Title Not Found ***	21,668.00	0.00	21,688.00	0.00	-20.00	100.09
Total	Long-Term Debt Redemption-Governmental	21,668.00	0.00	21,688.00	0.00	-20.00	100.09
594.76.64	Machinery and Equipment						

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Orcas Island Park and Rec District

6501

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Account Number	ımber	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
Total	Total Machinery and Equipment	0.00	0.00	0.00	0.00	00:00	0.00
Total	Total *** Title Not Found ***	0.00	0.00	0.00	00.00	0.00	0.00
594.79.61	Land and Land Improvements						
594.79.61.0001	594.79.61.0001 Park Improvements	7,000.00	0.00	00.00	0.00	7,000.00	0.00
Total	Land and Land Improvements	7,000.00	0.00	0.00	0.00	7,000.00	00.00
594.79.64	Machinery and Equipment						
Total	Total Machinery and Equipment	0.00	0.00	0.00	0.00	0.00	0.00
594.79.83	Interest on Long-Term External Debt						
594.79.83.6721	594.79.83.6721 Interest on GAP Loan	1,950.00	0.00	1,950.00	0.00	0.00	100.00
Total	Total Interest on Long-Term External Debt	1,950.00	0.00	1,950.00	0.00	00.00	100.00
Total	*** Title Not Found ***	8,950.00	0.00	1,950.00	0.00	7,000.00	21.79
Total	Capital Expenditures	8,950.00	0.00	1,950.00	0.00	7,000.00	21.79
Total	*** Title Not Found ***	315,205.00	3,015.10	58,850.26	0.00	256,354.74	18.67

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Orcas Island Park and Rec District

6501

Total Orcas Island Park and Rec District

315,205.00

3,015.10

58,850.26

0.00

256,354.74

18.67

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Revenue Detail Report

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San Juan County

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> Orcas Island Park and Rec District
> *** Title Not Found *** 6501 8

308 00 0.00 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Account Number		Adjusted Estimate	Revenues	Year-to-date Revenues	Balance	Prct Rcvd
Canal Property Taxes).0000 Beginning Net Cash and	Investments	0.00	0.00	0.00	00:0	0.00
gl tax rec GJ 50514 gl tax rec GJ 50528 gl tax rec GJ 50529 gl tax rec GJ 50552 gl tax rec GJ 50566 gl tax rec GJ 50566 gl tax rec GJ 50570 gl tax rec GJ 50571 gl tax rec GJ 50572 gl tax rec GJ 50574 gl tax rec GJ 50572 gl tax rec GJ 50574 gl tax rec GJ 50574 gl tax rec GJ 50592 gl tax rec GJ 50592 gl tax rec GJ 50592 gl tax rec GJ 50593 gl cr GJ 7x 1517 Leasehold Tax 10,000.00 Activity Fees 10,000.00 Donations			251,205.00	0.00	138.529.75	112 675 25	55 15
Second	gl_tax rec GJ	50514		141.10			
Section Sect	gl_tax rec GJ	50528		27.08			
gl_tax rec GJ 50552 gl_tax rec GJ 50565 gl_tax rec GJ 50566 gl_tax rec GJ 50570 gl_tax rec GJ 50572 gl_tax rec GJ 50573 gl_tax rec GJ 50573 gl_tax rec GJ 50573 gl_tax rec GJ 50592 gl_tax rec GJ 50607 General Property Taxes 251,205.00 gl_tax rec GJ 50607 General Property Taxes 10,000.00 gl cr GJ Trx 1517 Leasehold Tax 10,000.00 Activity Fees 10,000.00 Donations - Private Grants 10,000.00 Donations - Unrestricted 15,500.00 Bonations - Team/Corporate Sponsorship 9,500.00	gl_tax rec GJ	50529		161.75			
gl_tax rec GJ 50553 gl_tax rec GJ 50566 gl_tax rec GJ 50506 gl_tax rec GJ 50570 gl_tax rec GJ 50572 gl_tax rec GJ 50573 gl_tax rec GJ 50574 gl_tax rec GJ 50574 gl_tax rec GJ 50574 gl_tax rec GJ 50592 gl_tax rec GJ 50607 gl tax rec GJ 50607 gl tax rec GJ 50600 gl tax rec GJ 506000 gl tax rec GJ 506000 <td>gl_tax rec GJ</td> <td>50552</td> <td></td> <td>42.45</td> <td></td> <td></td> <td></td>	gl_tax rec GJ	50552		42.45			
1	gl_tax rec GJ	50553		62.83			
1	gl tax rec GJ	50565		249.55			
a	gl_tax rec GJ	50566		2.53			
gl_tax rec GJ 50570 gl_tax rec GJ 50572 gl_tax rec GJ 50574 gl_tax rec GJ 50574 gl_tax rec GJ 50592 gl_tax rec GJ 50607 gl_tax rec GJ 50607 General Property Taxs 0.00 gl_tax rec GJ 7rx 1517 Leasehold Tax 0.00 gl cr GJ 7rx 1517 Rental Revenue 10,000.00 Activity Fees 10,000.00 Donations - Private Grants 10,000.00 Donations - Team/Corporate Sponsorship 9,500.00	gl tax rec GJ	50606		58.64			
gl_tax rec GJ 50571 gl_tax rec GJ 50573 gl_tax rec GJ 50574 gl_tax rec GJ 50611 gl_tax rec GJ 50692 gl_tax rec GJ 50693 gl_tax rec GJ 50693 gl_tax rec GJ 50607 General Property Taxes 251,205.00 Timber Harvest Tax 0.00 gl_cr GJ Trx 1517 Leasehold Tax 0.00 gl_cr GJ Trx 1517 Leasehold Tax 10,000.00 Activity Fees 10,000.00 Donations - Private Grants 10,000.00 Donations - Unrestricted 15,500.00 Bonations - Team/Corporate Sponsorship 9,500.00	gl tax rec GJ	50570		234.31			
gl_tax rec GJ 50572 gl_tax rec GJ 50574 gl_tax rec GJ 50574 gl_tax rec GJ 50592 gl_tax rec GJ 50592 gl_tax rec GJ 50593 gl_tax rec GJ 50607 General Property Taxes 251,205.00 Timber Harvest Tax 0.00 cl cr GJ Trx 1517 cl cr GJ Trx 1517 Leasehold Tax 0.00 Rental Revenue 10,000.00 Activity Fees 10,000.00 Donations - Private Grants 10,000.00 Donations - Team/Corporate Sponsorship 9,500.00	gl_tax rec GJ	50571		68.71			
alignation color	gl tax rec GJ	50572		26.6			
gl_tax rec GJ 50574 gl_tax rec GJ 50611 gl_tax rec GJ 50592 gl_tax rec GJ 50593 gl_tax rec GJ 50593 gl_tax rec GJ 50607 General Property Taxes Timber Harvest Tax 0.00 Leasehold Tax gl cr GJ Trx 1517 0.00 Rental Revenue 10,000.00 Donations - Private Grants 15,500.00 Donations - Team/Corporate Sponsorship 9,500.00 GS SO SO SO SO SO SO GS SO SO SO SO SO SO GS SO SO SO SO SO SO SO	gl tax rec GJ	50573		29.14			
all tax rec GJ 50611 all tax rec GJ 50592 all tax rec GJ 50593 all tax rec GJ 50593 all tax rec GJ 50607 General Property Taxs CJ COO Imber Harvest Tax CJ COO Leasehold Tax CJ Trx 1517 CJ Leasehold Tax CJ Trx 1517 CJ Activity Fees CJ CJ CJ CJ Donations - Private Grants CJ CJ CJ Donations - Transcricted CJ CJ CJ CJ CJ CJ CJ	gl tax rec GJ	50574		0.65			
gl_tax rec GJ 50592 gl_tax rec GJ 50593 gl_tax rec GJ 50607 General Property Taxs 251,205.00 Timber Harvest Tax 0.00 Leasehold Tax 0.00 gl_cr GJ_Trx 1517 0.00 Rental Revenue 10,000.00 Activity Fees 10,000.00 Donations - Private Grants 10,000.00 Donations - Unrestricted 15,500.00 Bonations - Team/Corporate Sponsorship 9,500.00	gl tax rec GJ	50611		-274.68			
gl_tax rec GJ 50593 gl_tax rec GJ 50607 General Property Taxes 251,205.00 Timber Harvest Tax 0.00 Leasehold Tax 0.00 gl cr GJ Trx 1517 0.00 Rental Revenue 10,000.00 Activity Fees 10,000.00 Donations - Private Grants 10,000.00 Donations - Unrestricted 15,500.00 Bonations - Team/Corporate Sponsorship 9,500.00	gl_tax rec GJ	50592		99.38			
gl_tax rec GJ 50607 251,205.00 1 General Property Taxes 0.00 Leasehold Tax 0.00 gl cr GJ Trx 1517 0.00 Rental Revenue 10,000.00 Activity Fees 10,000.00 Donations - Private Grants 10,000.00 Donations - Unrestricted 15,500.00 Bonations - Team/Corporate Sponsorship 9,500.00	gl_tax rec GJ	50593		221.06			
General Property Taxes 251,205.00 1 Timber Harvest Tax 0.00 Leasehold Tax 0.00 gl cr GJ Trx 1517 0.00 Rental Revenue 10,000.00 Activity Fees 19,000.00 Donations - Private Grants 10,000.00 Donations - Unrestricted 15,500.00 Donations - Team/Corporate Sponsorship 9,500.00	gl tax rec GJ	50607		14.77			
Timber Harvest Tax 0.00 Leasehold Tax 0.00 gl cr GJ Trx 1517 0.00 Leasehold Tax 0.00 Rental Revenue 10,000.00 Activity Fees 19,000.00 Donations - Private Grants 10,000.00 Donations - Unrestricted 15,500.00 Donations - Team/Corporate Sponsorship 9,500.00			251,205.00	1,149.19	139,678.94	111,526.06	55.60
Leasehold Tax			00:00	0.00	6.20	-6.20	0.00
gl cr GJ Trx 1517 0.00 4 Leasehold Tax 0.00 4 Rental Revenue 10,000.00 19,000.00 Activity Fees 10,000.00 10,000.00 Donations - Private Grants 15,500.00 Donations - Team/Corporate Sponsorship 9,500.00			0.00	0.00	61.55	74. 75.	0
Leasehold Tax 0.00 Rental Revenue 10,000.00 Activity Fees 19,000.00 Donations - Private Grants 10,000.00 Donations - Unrestricted 15,500.00 Donations - Team/Corporate Sponsorship 9,500.00	gl cr GJ	Trx 1517		48.98		9	8
Rental Revenue 10,000.00 Activity Fees 19,000.00 Donations - Private Grants 10,000.00 Donations - Unrestricted 15,500.00 Donations - Team/Corporate Sponsorship 9,500.00			0.00	48.98	110.53	-110.53	0.00
Activity Fees 19,000.00 Donations - Private Grants 10,000.00 Donations - Unrestricted 15,500.00 Donations - Team/Corporate Sponsorship 9,500.00			10,000.00	0.00	0.00	10,000.00	0.00
Donations - Private Grants Donations - Unrestricted Donations - Team/Corporate Sponsorship 9,500.00	0.0000 Activity Fees		19,000.00	0.00	0.00	19,000.00	0.00
Donations - Unrestricted Donations - Team/Corporate Sponsorship 9,500.00	.0000 Donations - Private Grant	Ø	10,000.00	0.00	100.00	00.006,6	1.00
Donations - Team/Corporate Sponsorship			15,500.00	0.00	0.00	15,500.00	0.00
		ate Sponsorship	9,500.00	0.00	00:00	9,500.00	0.00
381.10.00.6721 Interfund Loan from Port of Orcas 0.00	3.6721 Interfund Loan from Port	of Orcas	00:00	0.00	0.00	0.00	0.00

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Revenue Detail Report

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San Juan County

06/30/2012 06/01/2012 through

Orcas Island Park and Rec District 6501

Orcas Island Park and Rec District

Total

315,205.00

139,895.67

1,198.17

175,309.33

44.38

DRAFT 2 - 06-25-12

ORCAS ISLAND PARK AND RECREATION DISTRICT

BUCK PARK MAINTENANCE CONTRACT

	BUCK FARK MAINTENANCE CONTRACT
Recre	parties to this Agreement, made and entered into this day of, 2012, are Orcas Island Park and ration District ("OIPRD"), a municipal corporation established by the laws of the State of Washington, and (the "Contractor"). The terms and conditions of this contract shall rive and enforceable through December 31 st , 2012.
	BACKGROUND
	WHEREAS, OIPRD is a municipal corporation duly established pursuant to the laws of the State of ington, RCW Chapter 36.69, as a park and recreation district, for the purpose of providing leisure time activities ecreational facilities for its residents; and
	WHEREAS, OIPRD is in need of services that the Contractor can provide for Buck Park, located at 673 Mt. Road, Eastsound, Washington (TPN 271322002000) ("Buck Park"), which OIPRD leases from the Orcas Island of District; and
	WHEREAS, the Contractor is experienced with providing said services and has represented that it is qualified ble to provide such services in a professional and timely manner, and is willing and agreeable to provide such sees upon the terms and conditions contained herein.
1	GENERAL CONTRACT PROVISIONS
1.1	INDEPENDENT CONTRACTOR
	Contractor represents that it is licensed under Washington State law, and possesses Contractors License No. for the State of Washington, and said license expires on, 20 Contractor represents that is fully experienced, properly qualified, equipped, organized and financed to perform the work specified herein. Contractor shall act as an independent contractor, and not as an agent of OIPRD, maintaining complete control over its employees. Contractor shall perform the work in an orderly and workmanlike manner.
1.2	INSURANCE
	Comprehensive General Liability, Property Damage, Personal Injury and Automobile Insurance
	The Contractor shall maintain on file at OIPRD or include with his bid a current certificate of insurance confirming coverage and showing OIPRD as additionally insured on such insurance. Minimum amounts and units of insurance coverage required are as follows:
(1)	Comprehensive General Liability with Broad Form Property Damage, Broad Form Contractual, Personal Injury, including other coverage on Broadening Endorsement; Explosion, Collapse, and Underground (XCU) Coverage; Products and Completed Operations; and Owner's and Contractor's Protective.
	Bodily Injury and Property Damage Liability: \$1,000,000.00 Combined Single Limit
(2)	Owned Automobiles and Automobiles under long-term lease, including Hired Automobiles and Non-Owned Automobiles.
(3)	Bodily Injury and Property Damage Liability: \$1,000,000.00 Combined Single Limit.

1.3 HOLD HARMLESS CLAUSE

Contractor agrees to defend, indemnify and hold OIPRD harmless from any and all claims, demands, losses and liabilities including torts and breach of contract to or by third parties arising out of, or in any way connected with the performance of Contractor's work under this contract, including such claims, demands, losses and liabilities of Contractor's employees to the fullest extent permitted by law and subject to the limitations provided herein.

1.4 PAYMENT

Payment will be made by the 15th of each month for work completed, approved and billed to OIPRD by the last day of the previous month.

1.5 DESCRIPTION OF THE WORK

The work to be performed under this contract is defined in the descriptions, drawings and specifications provided in, and attached hereto. The work will be performed according a particular schedule as described in herein.

1.6 COMPENSATION

Contractor, by entering into this Contract with OIPRD shall have satisfied itself that the compensation set forth in the contract is correct and sufficient for the work to be performed, and is full compensation for all of its obligations under the Contract and all related risks and expenses associated with its performance.

1.7 DUE DILIGENCE

By entering into a contract which activates this agreement, the Contractor warrants that it has made and shall be deemed to have made careful examination of the site of the work and of the Specifications, Drawings and all other attached documents, the Contractor shall have the sole responsibility of satisfying itself concerning the nature, scope and location of the work and the general and local conditions.

1.8 TERMINATION OF CONTRACT

OIPRD reserves the right to terminate this contract at its option upon 2 weeks written notice to the Contractor.

1.9 TERMINATION FOR CAUSE

OIPRD reserves the right to terminate this contract at any time without prior notice in cases of Contractor violating the terms of the contract or for reasons relating to Contractor's performance of the work described herein.

1.10 SUBLETTING; ASSIGNMENT

The Contractor shall not sublet work to subcontractors or any third party under this Contract or assign any right or obligation herein in whole or in part without the prior written approval of OIPRD.

2.0 UNIT PRICE WORK

The following described Work shall be performed on a unit price (per event) basis - and OIPRD may specify any number or combination of said work units that OIPRD may deem necessary. The Contractor's unit prices as include all the labor and materials defined in the Bid Unit and fully completed as described.

2.1 SPECIFICATIONS AND DESCRIPTIONS for UNIT PRICE (PER EVENT) WORK

2.1.1 MOW PLAY FIELDS

Area of Work - The areas included in this work description include Baseball/Soccer Playfield (100,740 sq. ft. = 2.31 ac.), Softball Playfield (71,230 sq. ft. = 1.64 acres) and Practice Playfield (80,490 sq. ft. = 1.85 ac.). See attached Buck Park Work Area Diagram – Attachment 1.

Specification – During the season March 1 to October 1, mow above described playfields to a height of 1-1/2" to 2", as required to maintain a neat appearance and quality playing surface. At no time allow grass to grow over 4" in height. Clippings can be left in place provided that a mulching type mower is utilized.

Timing and Schedule - Cut approximately once per week or as requested by OIPRD through October 1.

2.1.2 MOW PERIMETER AREAS

Area of Work - The areas included in this work description include the Basketball/Playground/Softball Perimeter (21,397 sq. ft. = 0.49 ac.), Hill Training Area (32,200 sq. ft. = 0.74 acres), Baseball/Soccer Perimeter

(38,025 sq. ft. = 0.89 ac.), and Vitality Trail (9,270 sq. ft.. = 0.21 ac.). See attached Buck Park Work Area Diagram – Attachment 1,

Specification – During the season March 1 to October 1, mow all lawn areas to a height of 1-1/2" to 2",. At no time allow grass to grow over 8" in height. Clippings can be left in place provided that a mulching type mower is utilized.

Timing and Schedule - Cut approximately once per 2 weeks or as requested by OIPRD through October

2.1.3 CUT ROUGH AREAS

Area of Work - The areas included in this work description include the Tennis/Parking Rough Area (22,038 sq. ft. = 0.51 ac.), Practice Playfield Rough Areas (17,109 sq. ft. = 0.39 acres), Baseball Rough Sloped Area (18,301 sq. ft. = 0.42 ac.) and Softball Rough Sloped Area (15,726 sq. ft. = 0.38 ac.). See attached Buck Park Work Area Diagram – Attachment 1.

Specification – Cut using weed/grass trimmer, or other means to max height of 5 inches.

Timing and Schedule - Cut once per season at height of season. Any additional cutting as requested by OIPRD.

2.1.4 INSPECTION- LITTER PATROL, MONITOR PORTABLE TOILETS AND REPORT TO OIPRD

Area of Work - Entire Park

Specification – Patrol entire ground and monitor for litter, check portable toilets, make notes of undesirable or dangerous field and playground conditions, general observation of conditions at park which may affect the safety and well being of the parks users. Report findings to OIPRD contact.

Timing and Schedule – Twice per week to coincide with other Work at Buck Park.

2.1.5 CONTRACTORS UNIT PRICE SCHEDULE

Contractor agrees to perform the work described in the above Specifications and Descriptions for Unit Price Work as per the following schedule of prices and acknowledges that the following prices are correct and sufficient for the work to be performed. Payment of the following unit prices shall be full compensation for furnishing all labor, tools, equipment and materials necessary or incidental to performing said work.

EST

EXTENDED

UNIT

		CIVII	LIST	EXTENDED
	WORK DESCRIPTION	PRICE	QUANT	PRICE
1	MOW PLAY FIELD (2.1.1)			
2	MOW PERIMITER AREA (2.1.2)			
3	CUT ROUGH AREAS (2.1.3)			
4	PARK INSPECTION AND REPORT (2.1.4)			
	TOTAL (NOT INCL SA	ALES TAX)	

3.0 TIME AND MATERIALS WORK

Unless otherwise agreed to by OIPRD, work to be performed on a Time and Materials Basis will be authorized and described using the form in Attachment 2 – Contractors Time and Materials Quotation and Record of Work. The Work will be performed according to a specific schedule. Compensation for labor, equipment and material shall be at the rates provided for in this agreement under Attachment 3 - Contractors Schedule of Labor, Equipment and Materials prices.

3.4.1 Contractor shall keep a daily log of equipment hours, labor hours and materials installed in place, including the location of said work, and the nature of said work. Unless otherwise agreed to by OIPRD this log will be recorded on the form shown herein in Attachment "2"- "Contractors Time and Materials Quotation and Record of Work" and shall be submitted together with Contractor's normal invoice.

3.4.2 Equipment hours shall be billed only for those hours the equipment is actually in operation. No billing for standby time, equipment running without an operator, or hourly billing based on engine hours will be accepted or paid by OIPRD unless previously agreed to by OIPRD.

4.0 GENERAL TERMS

- 4.0.1. **LEGAL COMPLIANCE.** Contractor agrees to be in compliance with all applicable laws, including all tax and employment-related laws, for work created or performed and compensation received pursuant to this Agreement as an independent contractor.
- 4.0.2. **RECORDS INSPECTION; AUDIT.** All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement shall be subject to inspection and audit by OIPRD for a period of up to three (3) years from the final payment for work performed under this Agreement.
- 4.0.3. **CONTINUATION OF PERFORMANCE.** In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, Contractor agrees that, notwithstanding such dispute or conflict, Contractor shall continue to make a good faith effort to cooperate and continue work toward successful completion of its duties and responsibilities.
- 4.0.4. **ADMINISTRATION OF AGREEMENT.** This Agreement shall be administered by ______ (name) on behalf of Contractor, and by the Chairperson of the Commission for OIPRD or his/her designee. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

Contractor:	To OIPRD:
Name:	Chair, OIPRD
Address:	P.O. Box 575
	Eastsound, WA.
Phone:	Phone:
FAX:	FAX:
Email:	Email:

- 4.0.5 **AMENDMENT; MODIFICATION; WAIVER.** No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or such party's or parties' duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default.
- 4.0.6 **APPLICABLE LAW; VENUE.** This Agreement and the rights of the parties hereunder shall be governed by the interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be in San Juan County, Washington; provided, however, that it is agreed and understood that any applicable statute of limitation shall commence no later than the substantial completion by the Contractor of the services.
- 4.0.7 **AUTHORITY.** The Parties executing this Agreement represent that they have the authority to bind and commit themselves or the entities they represent to any and all terms and conditions of this Agreement.

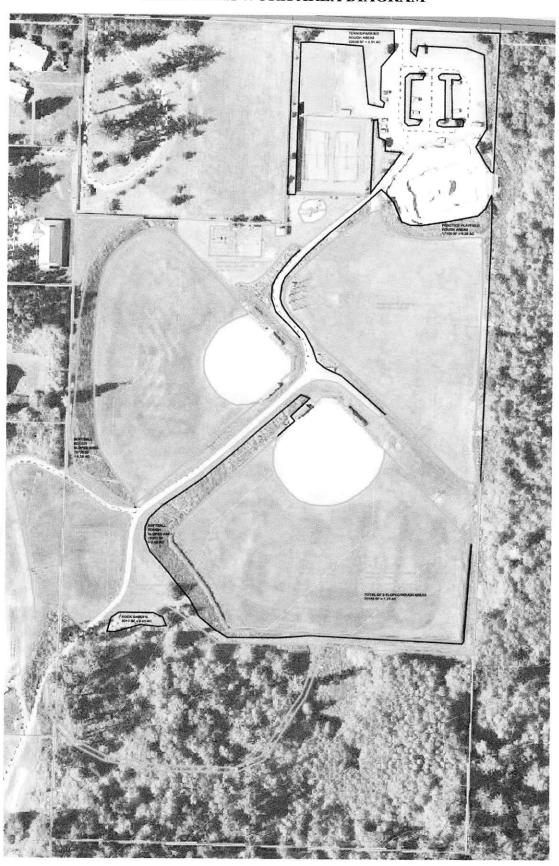
5.0 AGREEMENT

The herein named Contractor hereby agrees to perform the work according to the terms, specifications, conditions and prices as described above and referenced herein. OIPRD hereby accepts the terms,

specifications, conditions and prices as described above and referenced herein and authorizes the herein named Contractor to perform said Work.

CONTRACTOR:	ORCAS PARKS AND RECREATION DISTRICT:
By:(Signature)	By:(Signature)
Name:	
Title:	Title:
Date Signed:	Date Signed:

ATTACHMENT 1 BUCK PARK WORK AREA DIAGRAM



OIPRD Buck Park Maintenance Agreement 2012 Page 6 of 8

ATTACHMENT 2

CONTRACTOR'S TIME AND MATERIALS QUOTATION And RECORD OF WORK

The below named Contractor agrees to perform the work described at the rates stated below. Final payment will be based on the actual quantities of labor, equipment and materials used and recorded on the below CONTRACTORS RECORD OF WORK, up to the value of the below stated CONTRACTORS NOT TO EXCEED PRICE.

WORK DESCRIPTION: ________

CONTRACTORS RECORD OF WORK

	TASK	DATE	DESCRIPTION - LABOR EQUIPMENT MATERIALS	ACT QUANT	UNIT PRICE	EXT PRICE	NOTES
		3	 				
				-			
						-	
		- 1 - 3.0%					
_							
-						W	

Date	Signed		
		CONTRACTOR	
Date	Signed/Approved		
1-01 Hz = 1-00	· · ·	OIPRD	

OIPRD Buck Park Maintenance Agreement 2012 Page 7 of 8

ATTACHMENT 3

CONTRACTOR'S SCHEDULE OF LABOR, EQUIPMENT AND MATERIALS RATES

Note: Contractor to attach or print list here

Committee Report: Buck Park Maintenance

Submitted: 7/12/12

Lead Commissioner: Bob Eagan

Committee Members: Terry Turner, Gregg Bronn

Status of Temporary Maintenance

Griffin Yard Works has performed and invoiced for 20 hours of mowing and weed-eating. Total included hours performed prior to approval at last meeting.

Recommendation:

1. Authorize payment (sign voucher)

Maintenance contract for 6/2012 to 12/31/2012

- Reviewed by Adina and myself. See attached documents
- Develop FAQ for job description
- Develop ad for newspaper

At issue with Adina is whether or not we require licensed contractor vs. sole proprietor/LLC. Commission must decide on requirement.

Recommendation:

- 1. Require only sole proprietor/LLC for maintenance provider
- 2. Review and approve contract, FAQ, and newspaper ad

Motion

Approve contract, FAQ, and ad

Orcas Island Park & Recreation District

PO Box 575 Eastsound, WA 98245

Buck Park Maintenance FAQ

- Basic maintenance, lawn care, and park oversight.
- Business License, Sole proprietor, or LLC required
- \$1Million bodily and property liability insurance, with hold harmless
- Necessary equipment : mowers, weed-eaters, etc.
- Term of contract 8/1/2012 to 12/31/2012
- Mandatory operator walk through with principals to discuss job description 7/23/2012 9:00 am at Buck Park
- Bid proposals due 7/27/2012, (email to <u>bob@coldspringresource.com</u> or drop off at Rainbow Services)
- Notification of acceptance by July 31, 2012

See Contract for Details

Orcas Island Park and Recreation District (OIPRD) is requesting bids for maintenance at Buck Park for the balance of 2012. Mandatory on-site review July 23 at 9:00 am. Please go to www.OIPRD.org for details or call Bob Eagan for information 376-2769.

INTERAGENCY AGREEMENT 2011 - 2012

between

SAN JUAN ISLAND SCHOOL DISTRICT NO 149

and

San Juan Island Park and Recreation District (Island Rec)

580 Guard Street PO Box 1946 Friday Harbor, WA 98250

for

Use of Facilities for Purpose of Operating a Licensed Child Care Center

Background

San Juan Island School District had operated a licensed child care center for purpose of after school care and in 2011 discontinued the program due to state budget cutbacks.

It is within the regular business of San Juan Island Park and Recreation District to provide an after school program and to respond to parental requests and to the apparent need for after school care.

There has been a pattern of cooperation between Island Rec and the School District that dates back at least eighteen years and it is of mutual benefit that San Juan Island School District and San Juan Island Park and Recreation District enter into this agreement.

I. DUTIES OF Island Rec

Purpose of the STAR program is to provide an enriching after school care program for children K-6th. Families and children benefit from the assistance with homework and from the educational and recreational benefits from the daily activities.

- Island Rec may register up to 30 participants.
- Island Rec will staff the program to provide for the proper supervision of students. Staff will meet all licensing requirements and will be responsible to carry out the program.
- The program will take place after school from 2:45 to 6:15 pm on school days. On early dismissal days this area will be available beginning at 11:10am. On school vacation days and holidays the area will be available from 8:00 am to 6:15 p.m.
- The program is to be funded and supervised by Island Rec.
- The program is to be licensed by the Department of Early Learning by the State of Washington. Island Rec will follow all licensing requirements and pay all fees associated with licensing.
- Island Rec staff will properly care for the facility.

 Island Rec will be responsible for billing and registration of students and for obtaining student records separate and apart from the San Juan Island School District. Friday Harbor Elementary School office staff will provide copies of completed immunization forms upon presentation of a signed waiver form from a STAR student's parent or guardian. This waiver will be file in the elementary school office.

II. DUTIES OF SAN JUAN SCHOOL ISLAND DISTRICT NO. 149

In anticipation of Island Rec's satisfactory performance of the duties set forth herein, San Juan Island School District shall provide Island Rec the following support:

- The District will provide the facility, including one classroom, the gymnasium, playgrounds, restrooms, kitchen, and cafeteria space to support the program as required by the child care license.
- Flexibility and cooperation will exist between Island Rec and the Friday Harbor Elementary School for scheduling special events and additional community gymnasium use while maintaining minimum licensing standards.
- The District will provide the cafeteria as the main space for the after school program. This space will be made available to Island Rec 30 minutes prior to school dismissal to 6:15 pm daily. The facility will be made available to Island Rec from 8:00 am to 6:15 pm all day on school vacation and holidays.
 - In the cafeteria the district will provide 50% of the back wall space. Island Rec will use this for posting of required licensing documents and necessary storage cabinets.
 - The District will provide access to a district-owned computer with access to the internet for program administration such as registration, tracking of student attendance and communication with program participants. Island Rec staff will abide by San Juan Island School district user agreement protocols. This computer will be set up in this space.
 - o The District will provide a dedicated telephone line to the STAR program in this space.
 - The District will provide Island Rec exclusive use of the built in storage cabinet located on the southwest wall of the cafeteria.
- The after school program requires a minimum of one hour of gymnasium use per day, between 3:00 4:00 pm daily. Gym use time can be substituted for outdoor time at the discretion of the STAR Program Coordinator. Gym use from 4:00 6:00 pm will need to be coordinated through Friday Harbor Elementary office staff.
- The District will provide the use of classroom 22, or the equivalent, beginning at 4:00 pm for supervised homework and study time. Use of the computers in room 22 is allowable.
- The District will provide storage shelving space in the tech room for additional program equipment and supplies.
- The District will provide refrigerator space and kitchen cabinet space required by licensing in cooperation with the needs of the district food service program.

- The District will provide custodial services for any reasonable and safe cleaning of facility.
- The District will provide to Island Rec staff the following keys and access for the purposes of efficiently and effectively running the after school program:
 - o Keys will be provided as follows:
 - > Two front door keys with security code access
 - > Two back door keys
 - > Two fairgrounds gate padlock keys
 - One tech room key (for storage)
 - > One kitchen key
 - One lightbar key
 - The keys will be checked out and signed for by Island Rec staff.

III. INDEPENDENT CONTRACTOR STATUS OF ISLAND REC

Island Rec shall perform all duties pursuant to this contract as an independent contractor.

IV. SUSPENSION AND DEBARMENT

Island Rec certifies that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department. San Juan Island School District, for the purposes of executing this agreement, relies upon Island Rec's certification. Should it be determined at any time during this agreement that this certification is false, or should it become false due to changed circumstances, then the Agreement will be terminated immediately.

V. EFFECTIVE DATE AND TERMINATION

The term of this Agreement is one year, to be reviewed by mutual agreement of parties by June 15, 2012. Island Rec reserves the right to cancel this agreement prior to the review date.

IV. THIS INTERAGENCY AGREEMENT SHALL BE GOVERNED BY CONTRACT LAWS OF THE STATE OF WASHINGTON.

IN WITNESS WHEREOF, San Juan School District No. 149 and San Juan Island Park and Recreation (Island Rec) have executed this Interagency Agreement.

Sally Monse	_ R Thurse
Sally Thomsen, Director Island Rec	Rick Thompson, Superintendent SJISD
	(1/7/11
Date	Date

INTERAGENCY AGREEMENT

between

San Juan Island Park and Recreation District

and

San Juan Island School District #149

for

Use of Facilities and Continuation of Interscholastic Sports Programs

This Agreement is entered into between San Juan Island Park and Recreation District ("Island Rec"), a Washington park and recreation district formed and operating under chapter 36.69 RCW, and San Juan Island School District # 149 (the "School District"), a Washington school district, formed and operating under Title 28 RCW (together, the "Parties"). This Agreement is effective as of January 1, 2010. This Agreement supersedes any and all prior agreements between the Parties.

In consideration of the covenants and obligations set forth below, the Parties agree as follows:

Section 1. Background.

- 1.1 There has been a pattern of cooperation between Island Rec and the School District that dates back at least sixteen years. This cooperation is expressly authorized by RCW 67.20.020, which provides that "Any...park district, [and] school district...shall have power to enter into any contract in writing with any organization or organizations referred to in this chapter for the purpose of conducting a recreation program or exercising any other power granted by this chapter." The powers granted by chapter 67.20 RCW include the powers to "acquire... build, construct, care for, control, supervise, improve, operate and maintain" any "park, playground, gymnasiums, swimming pools, field houses and other recreational facilities, bathing beach or public camp purposes and roads leading from [such facilities]...".
- 1.2 Island Rec is further authorized by RCW 36.69.130 to (among other things) "...contract with any municipal corporation, governmental, or private agencies for the conduct of park and recreation programs" and "to operate jointly with other governmental units any facilities or property including participation in the acquisition [of such facilities or property]...".
- 1.3 The School District has available facilities, including playgrounds, gymnasiums, athletic fields, field houses and other recreational facilities, that have been historically used by Island Rec for the operation of its programs when those facilities are not in use by the School District. The Board of the School District desires to review the prior terms of this use and to enter into an agreement regarding the use and efficient scheduling of such facilities, while at the same time protecting the School District facilities from misuse, damage, and safety violations.

- 1.4 In addition, the School District currently operates certain interscholastic sports programs in conjunction with the Washington Interscholastic Activities Association (the WIAA programs) that have been cut for the 2009-2010 school year due to reductions in State education funding. As a result, Island Rec anticipates an increase in demand for its programs and services, and the Parties acknowledge that the Island Rec programs are not designed to be a substitute for the type of competitive recreational programs and opportunities that are currently available through the WIAA programs. Therefore, both Parties desire the Island Rec programs and the WIAA programs to continue to complement one another to provide a broader set of recreational and competitive opportunities to residents.
- 1.5 Island Rec is in need of playgrounds, gymnasiums, athletic fields, field houses and other recreational facilities for the operation of its programs and to make recreational opportunities available to the general public, as well as to local sports organizations.
- 1.6 The Board of the School District, in Resolution No.09-010 adopted on June 24, 2009, has found that demand for recreational opportunities and use of recreational facilities is best met by maximizing the efficient use of School District facilities in cooperation with Island Rec and maintaining substantially the same WIAA programs as were sponsored by the School District in 2008-2009 school year.
- 1.7 The Board of Island Rec, in Resolution No. 09-03, adopted on July 2, 2009, has found that demand for recreational opportunities and use of recreational facilities is best met by maximizing the efficient use of School District facilities rather than acquiring or constructing new facilities.
- 1.8 In light of the mutual benefits to be obtained and to ensure the efficient use of available recreational facilities on the island and the continuation of competitive sports programs, the Board of the School District and the Board of Island Rec have each found that it is in the best interests of the districts and the public to enter into this Agreement.

Section 2. Nature and Term of the Agreement.

- 2.1 Nature of Agreement. This is a contingent Agreement. It will become effective as of January 1, 2010 only in the event that the Levy Proposition presented to Island Rec's voters is approved by the requisite number of voters and the voter turnout requirements are satisfied. The "Levy Proposition" means the proposition for the levy of regular property taxes by Island Rec that is to be submitted to the voters at the November 3, 2009 election. If the levy fails, the Agreement will be null and void and have no binding effect on either Island Rec or the School District.
- 2.2 <u>Term of Agreement</u>. This Agreement will become effective as of January 1, 2010 (subject to the contingency described above in subsection 2.1) and expires at midnight on December 31, 2015. This Agreement may be extended, contingent on passage of additional ballot proposition(s) for a renewal of levy authority, only in writing executed by both Parties.

Section 3. Use of School District Facilities.

3.1 <u>Identification of Facilities</u>.

3.1.1 The "School District Facilities" includes, but is not limited to, the following facilities, including all equipment (including fixtures such as basketball hoops, goalposts, nets, and similar equipment, but not including personal property such as balls or bats), furniture, and appurtenances at such location:

- (a) Friday Harbor High School 45 Blair Street, Friday Harbor, Washington.
 - 1. Tennis courts
 - Turnbull Gym (including storage space for equipment owned by Island Rec)
 - 3. Hall Gym
 - 4. Commons/Cafeteria
 - 5. Track
 - 6. Football/soccer field and practice field
- (b) Friday Harbor Middle School 85 Blair Street, Friday Harbor, Washington.
 - 1. Commons
 - 2. Outside patio area
- (c) Friday Harbor Elementary School 95 Grover Street, Friday Harbor, Washington.
 - Field house
 - 2. Multipurpose fields three softball/baseball diamonds and overlapping as football and soccer fields
 - 3. Playground areas
 - 4. Covered play area with basketball court
 - 5. Cafeteria
 - 6. Kitchen
 - Additional spaces needed for operation of summer programs, including but not limited to the Staff Room and Classrooms, and such additional spaces as may be requested and agreed to by the Parties.
- (d) Secure program space (such as the 650 Park Street House or the Technology Building classroom) to be used exclusively by Island Rec for the purposes of recreational programming.
- (e) "Additional Facilities" owned by the School District, which may include (to the extent not identified above) any other play fields, field houses, gymnasiums, , common spaces, classrooms, art classrooms, cafeterias, and kitchens. Additional Facilities shall be available to Island Rec subject to approval in connection with submission of a schedule under Section 3.1.2.
- 3.1.2 <u>Use of Facilities by Island Rec</u>. The School District grants Island Rec the right to use the School District Facilities for adult and youth recreational activities, subject to the terms and conditions in this Agreement. Except for use by the School District for school-sponsored events, Island Rec shall have priority over any other potential users of the School District Facilities.
 - (a) Scheduling.

- 1. <u>Block Scheduling</u>. The school district will provide block schedules of School District gymnasium use to Island Rec by July 1st, October 1st and February 1st at cooperative scheduling meetings.
- 2. During school year. Throughout the school term, beginning on the first scheduled day of classes in the fall through the last scheduled day of classes in the spring, Island Rec will have use of the School District Facilities (other than the secure program space, which is covered under paragraph (c), below) at such times as are shown on an Island Rec monthly schedule. Island Rec shall submit its proposed monthly schedule to the School District on or before the first business day of the immediately preceding month. Unless disapproved by the School District in writing within 15 days after receipt, Island Rec's schedule will be deemed approved.
- 3. Summer use. Island Rec must submit its proposed schedule for use of School District Facilities during the summer recess to the School District on or before the first business day in February of each year. Unless disapproved in writing by the School District within 15 days after receipt of Island Rec's proposed schedule, Island Rec's schedule for the summer will be deemed approved.
- 4. Consideration of community uses. Island Rec will consider the historical use of School District Facilities by community groups when proposing a schedule for Island Rec use of School District Facilities.
- (b) Summer Day Camp. The School District grants Island Rec uninterrupted and exclusive use of the School District Facilities located at Friday Harbor Elementary School for Island Rec's operation of a summer day camp program beginning on the second day after the last day of school in June, through the Wednesday before the third Saturday of August. The School District Facilities to be used by Island Rec for summer day camp shall include those listed under Section 3.1.1(c) plus any Additional Facilities requested by Island Rec and agreed to by the School District.
- (c) <u>Secure Program Space</u>. Island Rec will have exclusive use of secure program space (as identified in Section 3.1.1(d)) at all times during the term of this Agreement.
- (d) Island Rec's use of School District Facilities Outside of Schedule. Island Rec will have priority over non-School District users to access School District Facilities, including Additional Facilities, at other times not specified on an approved schedule. Such use by Island Rec must be approved by the School District through its procedures applicable to non-School District users.

3.1.3 Use of School District Facilities by Public.

(a) Scheduling by School District. The School District agrees to permit the public to use School District Facilities at reasonable times and upon reasonable conditions when those facilities are not being used by the School District, by Island Rec or by other approved non-School District users.

(b) Fees. Island Rec shall not be charged any fee or charge other than as set forth in this Agreement. Nothing in this Agreement shall limit the School District's ability to charge a fee for use by members of the public or users other than Island Rec.

Section 4. Section 4. Island Rec Obligations.

4.1 Payments to School District.

- 4.1.1 <u>Annual Payment</u>. In exchange for use of the School District Facilities and the other obligations of the School District set forth in this Agreement, Island Rec will annually (based on a calendar year) pay the School District the lesser of:
 - (a) an amount equal to \$0.07000 per \$1,000 of the value of taxable property within the district, as set by the County Assessor for 2010 valuation, plus 1% each year thereafter; or
 - (b) an amount equal to \$0.07000 per \$1,000 of the value of taxable property within the district, as set by the County Assessor for the then-current year's valuation.

The annual payment amount shall be due in two approximately equal installments, subject to the annual adjustments made in accordance with Section 6, payable on June 1 and December 1 of the years 2010 through 2015, inclusive. To cover Island Rec's administrative costs, an administrative fee of 1% of the amount to be paid after any adjustments under Section 6 shall be deducted from each payment made by Island Rec.

4.1.2 <u>Utilities; Maintenance Costs</u>. Island Rec is not responsible for any utility costs, costs of normal wear and tear, or maintenance costs in connection with its use of School District Facilities, except that Island Rec will pay all monthly utility costs and routine maintenance for any exclusive use of the House on Park Street, as set forth in Section 3.1.2 (C), above. Structural repairs will continue to be paid by the School District.

4.2 Other Island Rec Obligations.

- 4.2.1 <u>Damage to Facilities</u>. Island Rec will be responsible for any damage to the School District Facilities occurring as a direct result of the conduct of Island Rec scheduled or approved events or programs at School District Facilities.
- 4.2.2 <u>Equipment</u>. Island Rec shall be responsible for providing, for its own use, equipment consisting of personal property such as balls and bats, but shall not be responsible for normal wear and tear on equipment consisting of fixtures such as basketball hoops, volleyball stands, goalposts or nets.
- 4.2.3 Compliance with Applicable Law and School Procedures. Island Rec agrees to abide by applicable state and federal laws and the individual school rules and procedures for each School District Facility when conducting Island Rec programs or events in those facilities. The School District shall provide copies of the applicable school rules and procedures to Island Rec and shall promptly notify Island Rec in writing of any changes in such rules or procedures. Island Rec shall not be deemed to have had constructive notice of any such rules, procedures or changes unless a copy has been provided in writing to the Island Rec office.

Section 5. School District Obligations.

- 5.1 <u>Use of School District Facilities</u>. The School District grants Island Rec the right to use the School District Facilities as set forth in Section 3 of this Agreement. The School District also agrees to provide access to its facilities for other community groups, such as community sports clubs or associations, as set forth in Section 3.
- 5.2 <u>Maintenance of Facilities and Equipment</u>. The School District agrees to maintain the School District Facilities in good repair and working order, including but not limited to normal building maintenance and payment of all necessary utilities and allocable overhead costs, and for maintenance and replacement of its gymnasiums and play fields, including the associated equipment (e.g., fixtures such as basketball hoops, goalposts, volleyball stands and nets) to the standards required for continued interscholastic athletic competition and community athletic events. The School District is not responsible for line-striping any fields for events not conducted by the School District, but agrees to permit Island Rec (or other community users) to stripe the fields as necessary for their events.
- 5.3 <u>WIAA Programs</u>. The School District agrees to continue to provide WIAA program offerings at least at the level it provided in the 2008–2009 school year. For all of its WIAA programs, the School District agrees to sponsor, uniform and equip a team for each sport described in Section 5.3.1; provide and pay for transportation, equipment purchase and replacement; and pay for all post-season costs. The School District must also maintain the fields and other athletic facilities necessary to support the WIAA program. The School District may continue to collect an annual sports participation fee for WIAA programs, but this fee may not exceed the fee charged in 2008-09 unless mutually agreed upon by both parties.
- 5.3.1 <u>Programs to be Provided</u>. The WIAA programs that the School District is obligated to continue to provide include, but are not limited to the following interscholastic athletic activities:
 - (a) 7th & 8th grade: volleyball, and track & field
 - (b) High School: football, boys and girls soccer, boys and girls tennis, boys and girls basketball, softball, baseball wrestling, cheerleading, boys and girls track and field, and boys and girls golf.
- 5.3.2 <u>Compliance with Applicable Law.</u> The School District agrees to abide by all applicable non-discrimination laws and by all applicable state and federal laws and regulations relating to nondiscrimination and requiring gender equity in providing athletic opportunities.
- 5.4 <u>WIAA Participation Fees and other Funding</u>. In addition to payments from Island Rec set out in Section 4.1 above, the School District may continue to collect participation fees from students, charge gate fees for local interscholastic events, and accept booster donations in support of the WIAA programs.
- 5.5 <u>Cost Reimbursement</u>. The School District agrees to reimburse Island Rec, on or before June 30, 2010, for all of its attorney fees and costs incurred in drafting and negotiating this Agreement. If Island Rec incurs any attorneys fees or costs in reviewing, revising, negotiating, or drafting any modifications to this Agreement, the School District agrees to reimburse such fees and costs on or before the next succeeding June 30.

Section 6. Reporting Requirements; Annual Review; Adjustment of Payment Amount.

- 6.1 Reports Due. On or before May15 of each year, the School District shall provide Island Rec with its budget for all WIAA programs for the upcoming school year. On or before November 15 of each year, the School District shall provide Island Rec with a report of its final revenues and expenditures for all WIAA programs for the prior school year. This report shall also describe the WIAA programs provided, including information such as the sports participated in and the number of participants.
- 6.2 <u>Maintenance of School District Effort; Matching Funds</u>. In each School District fiscal year beginning with FY 2009-10 through FY 2014-15, inclusive, the School District agrees to include in its budget and obtain from sources other than Island Rec payments under this Agreement funds sufficient to provide at least the full list of WIAA programs described in Section 5.3.1 and to satisfy its obligations under Sections 5.2 and 5.3.

6.3 Adjustments of Payment Amount under Section 4.

- 6.3.1 Annual Meeting. On or before the 15th day of November of each year, the Parties agree to meet to review the annual reports provided by the School District and the performance of their mutual obligations under this Agreement. If, upon this review, it appears that the amount paid to the School District during the preceding school district fiscal year (ending August 31) (i.e., the prior December 1 plus June 1 payment) exceeds the District's expenditures during that school district fiscal year necessary to provide the WIAA programs set forth in Section 5.3, less the non-tax revenues described in Section 5.5, then the amount of excess shall be deducted from the next upcoming December 1 payment amount due.
- 6.3.2 Establishment of an Equipment Reserve. Any excess funds identified as per Section 6.3.1 shall be held by Island Rec in an Equipment Reserve. The reserve shall be used to replace/repair equipment associated with the District's WIAA program as defined in Section 5.3 Access to the reserve shall be made by the request of the District and the approval of the Island Rec board for equipment replacement and fixture replacement (e.g. basketball hoops, goalposts, volleyball stands, scoreboards, and nets). Reserve funds shall not be used for facility or grounds maintenance or major system replacement/repair.
- 6.3.3 Adjustment of December 2015 Payment. No payment shall be due on December 1, 2015 except (a) to the extent necessary to make an adjustment for the preceding school fiscal year, or (b) if the Parties agree in writing to an extension of this Agreement, contingent on passage of a ballot proposition for a new levy, in which case the amount of such payment must be agreed to by the Parties in writing.

Section 7. Section 7. Miscellaneous.

7.1 <u>Dispute Resolution</u>. It is expected that in the spirit of long-standing cooperation between the parties, that any disputes between them will be worked out informally during the course of this Agreement or during the annual September meeting as provided in Section 6. However, if a dispute cannot be worked out through those informal means, then the following procedures will be followed. If either Island Rec or the School District continue to have such a dispute with the other, then that party must first state in writing what that dispute is and what the suggested resolution of that dispute should be. Within two weeks of receipt of the written statement by the other party, the governing boards of both Island Rec and the School Board will meet to try and come to a resolution of the problem. If the problem is not resolved at that joint board meeting, then the parties agree to take

the dispute to non-binding mediation facilitated by a mediator acceptable to both parties, the expense of which will be shared by both parties. If the parties cannot agree on a mutually acceptable mediator within two weeks of the joint board meeting, then one will be appointed by the presiding judge of San Juan County Superior Court. If the problem is still not resolved by mediation within two months of the joint board meeting, then either party may file suit. The prevailing party in a lawsuit will be entitled to its reasonable attorney fees and costs.

- 7.2 <u>Complete Agreement; Modification; Binding Effect</u>. This Agreement is the complete agreement between the Parties and supersedes all prior written agreements and oral discussions. Any modification to the Agreement must be in writing and signed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the School District and Island Rec and their successors. This Agreement may not be assigned.
- 7.3 Governing Law; Venue. This Agreement is governed by and shall be construed in accordance with the substantive laws of the State of Washington and shall be liberally construed so as to carry out the purposes hereof. Except as otherwise required by applicable law, any action under this Agreement shall be brought in the Superior Court of the State of Washington in and for San Juan County.
- 7.4 <u>Notices</u>. All notices that are required to be in writing shall be given to the following addresses:

To the School District: P.O. Box 458, Friday Harbor, WA 98250

To Island Rec: P.O. Box 1946 Friday Harbor, WA 98250

Any Party may designate any additional or different address to which subsequent notices must be sent by providing written notice of the change.

- Armless the School District for any claims, liabilities, damages, expenses, or rights of action that arise out of or are the direct result of Island Rec's use of the School District Facilities for or during events included on an approved Island Rec schedule, except to the extent those claims, liabilities, damages, expenses, or rights of action arise from the sole negligence of the School District. To the extent permitted by law, the School District will indemnify and hold harmless Island Rec for any claims, liabilities, damages, expenses, or rights of action that arise out of or are the direct result of the School District's operation of the WIAA programs or the School District's providing access to its facilities for other community groups, except to the extent those claims, liabilities, damages, expenses, or rights of action arise from the sole negligence of Island Rec.
- 7.6 <u>Severability</u>. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- 7.7 <u>Waivers and Consents</u>. No waiver of any breach of an obligation under this Agreement shall operate as a waiver of any subsequent breach of the same obligation or as a waiver of any breach of any other obligation.

- 7.8 <u>No Rights Created in Third Parties</u>. The terms of this Agreement are not intended to establish nor to create any rights in any persons or entities other than the School District and Island Rec (and the respective successors and assigns of each).
- 7.9 <u>Time of Essence</u>. Time and all terms and conditions shall be of the essence of this Agreement.
 - 7.10 <u>Counterparts</u>. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, all as of the day and year first above mentioned.

San Juan Island School District #149,	San Juan Island Park & Recreation District, a
a Washington municipal corporation	Washington municipal corporation
ille I O Solt	By Salla Change
By Michael Soltman	By AUN UNIMA
Printed Name Michael Soltman	Printed Name Sally Thm Sev
	Printed Name WIG 11 (VV) 36V
Title Superintendent	Title REULEATION DISECTOR
•	

Randall K. Gaylord SAN JUAN COUNTY PROSECUTING ATTORNEY

350 Court Street ● P.O. Box 760 ● Friday Harbor, WA 98250 (360) 378-4101 (tel) • (360) 378-3180 (fax)

Victim Services Susan E. Kimball

Deputies Charles Z. Silverman Karen E. Vedder Jonathan W. Cain Joanna D. De Pree Kathleen J. Marshall

MEMORANDUM

February 5, 2009

To:

Michael Soltman, Superintendent

San Juan Island School District

From: Randall K. Gaylord

RE:

Authority for School District to Contract with Park and Recreation District for

Co-Curricular Athletic Programs with Considerations for Potential Contract

I. **BACKGROUND**

The San Juan Island School District ("the school district") anticipates extensive cuts in funding for its current program and activities. To respond to these reductions, the school district is likely to center its program and activities on core services or "basic education." The program contents of the Basic Education Act are identified in RCW 28A.150.200 and other statutes.

Basic education does not include co-curricular recreational events including intramural and interscholastic sports programs such as football, baseball, basketball, soccer, volleyball, track, wrestling, etc. Basic education does include physical education for elementary, middle school and high school students.

In light of the pending revenue reductions, the school board has requested that you propose a budget expenditure plan that focuses on basic education. It is our understanding that you have proposed to eliminate all co-curricular sports. It is our understanding the school district is not able to request a special levy to pay for co-curricular activities.

The idea has been raised that the school district enter into a contract (i.e. an interlocal agreement) whereby the San Juan Island Park and Recreation District ("Island Rec") would increase its property tax levy and use the proceeds to pay the school district for the salaries, facilities and expenses of a co-curricular interscholastic sports program.

Island Rec is considered a good vehicle for entering into such a contract because: (1) it has territory or district boundaries that coincide closely with the boundaries of the school district and, thereby, provides services for the same property owners and residents; (2) sports programs are a type of recreational activity that satisfies the purpose of a recreation district; (3) the board of directors and leaders of Island Rec are interested in pursuing this option; and (4) state statutes authorize the school district to enter into agreements with recreation districts, such as Island Rec, to provide facilities and programs.

This memorandum will briefly outline the statutory authority for such an agreement and then offer a first look at some of the essential features of such an agreement. It is my understanding that this type of arrangement is not currently in use in any Washington State school district. If you become aware of any school district with such an arrangement, please let me know so that we may review similar or existing agreements.

II. LEGAL AUTHORITY TO CONTRACT WITH PARKS AND RECREATION DISTRICTS

School districts and recreation districts have the authority to enter into agreements with each other for the (1) acquisition, care, control, supervision, improvement and operation of recreational facilities and (2) the operation of recreational programs. We believe co-curricular sports programs are in fact recreational programs, although there is no case law in the state of Washington that confirms that opinion.

RCW 67.20.010

Authority to acquire and operate certain recreational facilities -- Charges -- Eminent domain.

Any city in this state acting through its city council, or its board of park commissioners when authorized by charter or ordinance, any separately organized park district acting through its board of park commissioners or other governing officers, any school district acting through its board of school directors, any county acting through its board of county commissioners, any park and recreation service area acting through its governing body, and any town acting through its town council shall have power, acting independently or in conjunction with the United States, the state of Washington, any county, city, park district, school district or town or any number of such public organizations to acquire any land within this state for park, playground, gymnasiums, swimming pools, field houses and other recreational facilities, bathing beach or public camp purposes and roads leading from said parks, playgrounds, gymnasiums, swimming pools, field houses and other recreational facilities, bathing beaches, or public camps to nearby highways by donation, purchase or condemnation, and to build, construct, care for, control, supervise, improve, operate and maintain parks, playgrounds, gymnasiums, swimming pools, field houses and other recreational facilities, bathing beaches, roads and public camps upon any such land, including the power to enact and enforce such police regulations not inconsistent with the constitution and laws of the state of Washington, as are deemed necessary for the government and control of the same. The power of eminent domain herein granted shall not extend to any land outside the territorial limits of the governmental unit or units exercising said power.

RCW 67.20.020 Contracts for cooperation.

Any city, park district, school district, county or town shall have power to enter into any contract in writing with any organization or organizations referred to in this chapter for the purpose of conducting a recreation program or exercising any other power granted by this chapter. In the conduct of such recreation program property or facilities owned by any individual, group or organization, whether public or private, may be utilized by consent of the owner.

In addition to the authorization provided by Chapter RCW 67.20, park and recreation distraction are specifically authorized to "provide ... recreational facilities" and to operate or contract with a school district or other public or private agency to operate recreational programs.

RCW 36.69.010

Park and recreation districts authorized -- "Recreational facilities" defined.

Park and recreation districts are hereby authorized to be formed as municipal corporations for the purpose of providing leisure time activities and facilities and recreational facilities, of a nonprofit nature as a public service to the residents of the geographical areas included within their boundaries.

The term "recreational facilities" means parks, playgrounds, gymnasiums, swimming pools, field houses, bathing beaches, stadiums, golf courses, automobile race tracks and drag strips, coliseums for the display of spectator sports, public campgrounds, boat ramps and launching sites, public hunting and fishing areas, arboretums, bicycle and bridle paths, senior citizen centers, community centers, and other recreational facilities.

RCW 36.69.130 Powers of districts.

Park and recreation districts shall have such powers as are necessary to carry out the purpose for which they are created, including, but not being limited to, the power: (1) To acquire and hold real and personal property; (2) to dispose of real and personal property only by unanimous vote of the district commissioners; (3) to make contracts; (4) to sue and be sued; (5) to borrow money to the extent and in the manner authorized by this chapter; (6) to grant concessions; (7) to make or establish charges, fees, rates, rentals and the like for the use of facilities (including recreational facilities) or for participation; (8) to make and enforce rules and regulations governing the use of property, facilities or equipment and the conduct of persons thereon; (9) to contract with any municipal corporation, governmental, or private agencies for the conduct of park and recreation programs; (10) to operate jointly with other governmental units any facilities or property including participation in the acquisition; (11) to hold in trust or manage public property useful to the accomplishment of their objectives; (12) to establish cumulative reserve funds in the manner and for the purposes prescribed by law for cities; (13) to acquire, construct, reconstruct, maintain, repair, add to, and operate recreational facilities; and, (14) to make improvements or to acquire property by the local improvement method in the manner prescribed

by this chapter: PROVIDED, That such improvement or acquisition is within the scope of the purposes granted to such park and recreation district.

III. CONTRACT CONSIDERATIONS

There are many ways this contract could be structured. The following is a preliminary list of considerations that should be discussed with the school district and Island Rec.

A. Assumptions:

- 1. Island Rec will pay the school district to conduct and operate sports programs.
- 2. Island Rec will raise the money necessary to pay the school district with an additional property tax levy that is approved by the voters.
- 3. Island Rec will pay the school district a sum of money that will be necessary for all aspects of the program including: wages, salaries and benefits of employees; non-exclusive rental or use of facilities; equipment maintenance, repair and replacement; travel, meals and incidental expenses; insurance to cover potential losses due to injury to accident; and administrative expenses.
- 4. The school district will hire and manage employees and volunteers, assure all wages, benefits and taxes are duly paid, grant license to use school district facilities to conduct the programs; keep facilities in good repair and condition; operate a program that is consistent with federal and state requirements, including Title IX and the rules of the Washington Interscholastic Activities Association (WIAA).

B. Contract Considerations:

- 1. Price. What is the price of these services? How will the price be paid? Monthly quarterly, annually? Will the price be paid before or after services are provided? Consideration should be given to escalations in price that are predicable and the provisions for additions to the price for uncertain circumstances such as rising cost of fuel.
- 2. Use of Property. What facilities of the school district are subject to the agreement? The school district should grant a non-exclusive license to Island Rec for the use of the school facilities, including: the track, fields, gymnasiums, storage and locker rooms and offices. To the extent necessary Island Rec's use may be limited by hours of the day, day of the week or other consideration to assure that the use by Island Rec does not interfere with the basic education functions of the school district.
- 3. Description of Programs. What programs are going to be provided under this approach? These need to be listed along with the duration of each program.
- 4. Provision of Staff and Employees. The school district should be specific in the expectations of Island Rec regarding the number of employees, unpaid volunteers and others who are necessary to operate the programs. The terms of pay and reimbursement for expenses should be spelled out. It should be clear who has authority to hire, fire and discipline employees.
- 5. Union Representation of Employees. It is not clear whether the employees under this contract would be subject to a collective bargaining agreement. This needs to

- be researched and perhaps discussed with the representatives of the Washington Education Association (WEA).
- 6. Travel. The teams will need to travel to participate in interscholastic sports competition against other schools. The contract should state how travel will take place and at what price. The contract should also consider travel for regular competition and playoffs and other competitions. This section should also specify who is paid or reimbursed for travel and who is not.
- 7. Compliance with the WIAA requirements. The WIAA has specific standards for the conduct of interscholastic competition. Teams that fail to comply with these standards may be barred from competition. The contract should assure that the school district and Island Rec will comply with the WIAA requirements. It would be appropriate to talk to the officials and WIAA to advise them of this contract and to consider any comments or concerns they may express.
- 8. Participants. The contract should specify any requirements for participants including grade point average, compliance with athletic contract terms, and involvement in crimes. The contract should also consider involvement of public school, private school and home-school students.
- 9. Risk and Insurance. The contract should specify who is assuming the risk for what activities and what insurance has been acquired and maintained to protect against loss and suit against the school district, Island Rec and the directors and commissioners of each entity.
- 10. Termination. All good things must come to an end, and the contract should provide a smooth transition at the end of the agreement. This clause should establish timelines for notice of intent to terminate, and events of default. Given that Island Rec funding is dependent on voter approval, provisions must be made if the initial funding or future funding is rejected by the voters.
- 11. Periodic Review. In the first few years, this contract may require period review to assure both sides that the intent of the contract is being satisfied.

IV. CONCLUSION AND RESERVATIONS

As stated above, this is intended to be the first written analysis of the authorization for and provisions to consider in a new arrangement for providing co-curricular sports programs at the school district. We reserve the right to change and augment our analysis as we learn more and share these ideas with others, including other lawyers for the school district. We welcome your comments. We will periodically update and revise this analysis as necessary.

FINAL DRAFT - 6-21-12

ORCAS ISLAND PARK AND RECREATION DISTRICT AGREEMENT FOR PROFESSIONAL SERVICES

Short Form - for Individual Contract Services of less than one year

This Agreement is made by and between the Orcas Island Park and Recreation District
(OIPRD) and [LEGAL NAME] ("Contractor"), for the purpose of engaging Contractor to
For the mythal mani-
this Agreement, OIPRD and Contractor agree to the following terms and conditions:
1. Purpose. The purpose of this Agreement is for OIPRD to engage Contractor to
attached and incorporated Scope of Services, Exhibit A .
2. Term. This Agreement shall be in effect from the date the Agreement is executed by
both parties until (termination date, not to exceed one year).
3. Contractor Status. Contractor is an independent contractor and is solely
responsible for the work performed under this Agreement, and is not an officer or employee of OIPRD. OIPRD does not delegate any of its duties or responsibilities to Contractor, and
is only agreeing to contract with Contractor for the services set forth in Exhibit A.
4. Compensation. OIPRD agrees to pay Contractor for services set forth in the Scope
of Services for \$ per hour, up to a cumulative amount of \$, through
the effective date of this Agreement.
5. Publication; Registration. If Contractor is providing recreational activities to the
public under this Agreement, OIPRD will publish information regarding such activities
in print and/or online, including the dates and times of the activity, the cost, and how to
register. OIPRD staff will give the public access to register for the activity through OIPRD
starr, including through Activenet, an on-line program used by OIPRD to schedule events
and register interested persons. OIPRD will communicate with Contractor regarding who
has registered for Contractor's event and will reasonably and responsibly handle any and
all montes due to Contractor. If Contractor uses this service then Contractor agrees that
OIPRD may retain % of all funds collected through OIPRD on Contractor's behalf
as a nominal fee for providing Contractor such services OR Contractor agrees to pay OIPRD
\$ as a flat fee for such services.
6. Waiver Forms. Contractor agrees that it will not allow a program participant to
participate in a recreational activity under this Agreement until the participant has signed a liability waiver form in a form provided or approved by OIPRD.
7. Background Check. Contractor agrees that OIPRD may conduct a criminal
background check on Contractor prior to Contractor performing the services set forth in this
Agreement, and at any time during the term of the Agreement, in compliance with applicable
laws. If Contractor's background check does not, in OIPRD's discretion, comply with all
applicable laws regarding Contractor's services, then OIPRD may immediately terminate and
withdraw this Agreement.

8. **Insurance.** Contractor agrees:

Yes, Contractor has insurance and will carry and maintain throughout the period of the Agreement comprehensive general liability insurance in the amount of \$1,000,000 (one million dollars) to cover all classifications of work contemplated in this Agreement, and will also carry and maintain auto liability insurance within the limits of \$1,000,000 (one million dollars) for each person and for each occurrence, if an automobile will be used to perform any compensated services under this Agreement. The Contractor shall also carry standard professional liability insurance covering damages resulting from errors and omissions of the Contractor or his employees or agents; the limit of liability shall be not less than \$1,000,000 (one million dollars). Certificates demonstrating insurance coverage shall be furnished to OIPRD within 15 days of the execution of this Agreement. Maintenance of such insurance is a condition precedent to the compensation of the Contractor.

No, Contractor does not have general liability insurance. OIPRD has approved this contract without such insurance.

In either case, Contractor agrees to maintain statutory workers' compensation insurance and employer's liability insurance to cover employees and volunteers working for Contractor, as required by state and federal law.

- 9. **Indemnification.** The Contractor agrees to indemnify OIPRD and its employees, officers, and agents against all liability or loss sustained in connection with Contractor's performance of this Agreement including any and all negligence and tortious conduct, and violations of any law, code or regulation. OIPRD agrees to indemnify Contractor, its employees, officers, and agents against all liability or loss sustained in connection with OIPRD's performance of this Agreement including any and all negligence and tortious conduct, and violations of any law, code or regulation, by OIPRD's officers or employees.
- 10. **Taxes.** Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, workman's compensation, social security and income tax laws, for the Contractor and any employees of the Contractor.
- 11. **Records.** Contractor agrees that any records created under this Agreement, including but not limited to email, text messages, electronic records, and written records, are or will become the property of OIPRD, unless otherwise agreed to in writing. Any records created pursuant this Agreement may be subject to public disclosure under Washington's Public Records Act, RCW Chapter 42.56.
- 12. **Termination.** OIPRD may terminate this Agreement, in whole or in part, at any time, by giving at least ten (10) days written notice to Contractor. If Contractor fails to perform in the manner called for in this Agreement, OIPRD may terminate this Agreement immediately for cause with written notice. The Contractor shall be paid for work performed in accordance with this Agreement and expenses incurred to the date of termination.
- 13. **Records Inspection and Audit.** All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly

invoiced, and all records and books of accounts pertaining to any work performed under this Agreement shall be subject to inspection and audit by OIPRD for a period of up to three (3) years from the final payment for work performed under this Agreement.

- 14. **Assignment.** Neither party to this Agreement shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party hereto.
- 15. **Applicable Law.** This Agreement and the rights of the parties hereunder shall be governed by the interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be in San Juan County, Washington

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective the day and year first set forth above.

CONTRACTOR:		
Name:	Date	
Title:	Date	
ORCAS ISLAND PARK AND RECREATION	DISTRICT	
Chairperson, Commission	Date	1041 200
Orcas Island Parks and Recreation District		

CONTRACTOR

EXHIBIT A SCOPE OF SERVICES

Pursuant to the terms and conditions of the attached Agreement with OIPRD, Contractor agrees to provide the following services: [INSERT DETAILED DESCRIPTION OF SERVICES]

FINAL DRAFT OIPRD Short Form Agreement for Contract Services Page 4 of 4

FINAL DRAFT - 06-21-12

ORCAS ISLAND PARK AND RECREATION DISTRICT AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (long form)

THIS AGREEMENT is made and entered into by and between the Orcas Island Park and Recreation District (OIPRD), a municipal corporation of the State of Washington ("OIPRD"), and("Contractor") (collectively, "the Parties"), for a contract for services for recreational activities.	
BACKGROUND	
WHEREAS, OIPRD is a municipal corporation duly established pursuant to the laws of the State of Washington, RCW Chapter 36.69, as a park and recreation district, for the purpose of providing leisure time activities and recreational facilities for its residents, including managing indoor and outdoor recreational and educational programs;	of
WHEREAS, OIPRD is in need of services that Contractor can provide; and	
WHEREAS, Contractor is experienced with providing said services and has represented that it is qualified and able to provide services in a professional and timely manner, and is willing and agreeable to provide such services upon the terms and conditions contained herein.	ıg
AGREEMENT	
NOW THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth in this Agreement, the Parties agree as follows:	3
1. Purpose. The purpose of this Agreement is for Contractor to provide services to OIPRD for (purpose of services). Term. The term for this Agreement will be one year from it date of execution by both parties	
("the effective date"). This Agreement may be extended for a second one-year term by mutual agreement of the Parties.	
3. Scope of Services.	

Contractor agrees to perform in a good and professional manner the tasks described in Exhibit "A" attached and incorporated herein. (The tasks described on Exhibit "A," Scope of Services, shall be individually referred to as a "task," and collectively referred to as the "services.") The Contractor shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other

FINAL DRAFT OIPRD Agreement for Independent Contractor Services Page 1 of 9

relationship with OIPRD. These services are not and shall not be construed as a delegation to Contractor of any of OIPRD's duties or responsibilities.

4. Additional Services.

- a. From time to time, the Parties agree that Contractor may need to perform additional services with respect to work or projects related to the services under this Agreement. Any such agreement(s) for additional services will be set forth in writing and will be executed by the Parties prior to Contractor's performance of the additional services, except as may be provided in paragraph B, with compensation to be agreed upon at that time. On completion and execution of an addendum (an "Agreement for Additional Services"), such addendum shall be incorporated into this Agreement and shall have the same force and effect as if the terms of the addendum were part of the Agreement. The performance of services pursuant to an addendum shall be subject to the terms and conditions of this Agreement.
- b. On an emergency, occasional or as-needed basis, additional services may need to be performed before an addendum can be executed. The Contractor agrees that it shall perform such services on written request, including by email, of an authorized representative of OIPRD, pending execution of an addendum, at a rate of compensation to be agreed to at the time. The invoice procedure for any additional services will be as described in Section 8.
- c. With respect to approving emergency or occasional services that have not come before OIPRD's Board but require an immediate response, the two designated OIPRD representatives may approve additional services and expenditures if and when, in their best judgment, the costs of the additional services do not exceed \$500.00 (five hundred dollars) in total and require a level of urgency that makes it impractical to wait for a decision by OIPRD's Board.

5. <u>Contractor's Representations.</u>

Contractor represents and warrants that it and its agents, officers and employees have all necessary licenses and certifications to perform the services provided for herein, and is qualified to perform such services under applicable state and federal laws.

- 6. <u>Contractor's Responsibilities.</u> Contractor shall perform the following duties and those set forth in Exhibit A in a timely manner so as to not impede the reporting and accountability requirements of OIPRD:
 - a. Comply with deadlines for reporting and projecting activities on a month-bymonth basis. These reports should include descriptions and time spent of all activity performed on behalf of OIPRD during the previous month, plus descriptions and time estimates for activities projected for the month upcoming;
 - b. Handle all financial transactions in a manner required by OIPRD protocols and applicable state law; and
 - c. Perform the duties set forth in Exhibit A, Scope of Services, in a professional and timely manner, and as directed by OIPRD's Board of Directors.
 - d. Waiver Forms. Contractor agrees that it will not allow a program participant to participate in a recreational activity under this Agreement until the participant has

signed a liability waiver form in a form provided or approved by OIPRD.

OIPRD's Responsibilities.

OIPRD shall do the following in a timely manner so as not to delay the services of the Contractor:

- a. Duly designate and authorize two persons to act as OIPRD's representatives with respect to Contractor's services. OIPRD's designees shall have complete authority to transmit instructions, receive information, and interpret and define OIPRD's policies and decisions with respect to the services, so long as such interpretation does not conflict with this Agreement.
- b. Furnish the Contractor with all information, criteria, objectives, schedules and standards for the project and the services provided for herein.
- c. Arrange for access to the property or facilities as required for the Contractor to perform the services provided for herein.
- d. If applicable and requested by Contractor, Contractor agrees that OIPRD will publish information regarding the recreational activities provided under this Agreement in print and/or online, including the dates and times of the event or activity, the cost, and how to register for such event or activity. OIPRD staff will give the public access to register for Contractor's event or activity through OIPRD staff, including through Activenet, an on-line program used by OIPRD to schedule events and register interested persons. OIPRD staff will regularly communicate with Contractor regarding who has registered for Contractor's event or activity, and will reasonably and responsibly handle any and all monies due to Contractor. If Contractor uses this service then Contractor agrees that OIPRD may retain _______ % of all funds collected through OIPRD on Contractor's behalf as a nominal fee for providing Contractor such services OR Contractor agrees to pay OIPRD \$______ as a flat fee for such services.
- e. **Background Check.** Contractor agrees that OIPRD may conduct a criminal background check on Contractor and any of its officers, employees or agents who will be performing work under this Agreement, prior to Contractor performing such services and at any time during the term of the Agreement, in compliance with applicable laws. If Contractor's background check(s) does not, in OIPRD's discretion, comply with all applicable laws regarding Contractor's services, then OIPRD may immediately terminate and withdraw this Agreement.

8. Acceptable Standards.

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Contractor agrees to provide, in connection with the services and any additional services contemplated in this Agreement, work product and services of a quality and professional standard acceptable to OIPRD.

9.	Compensation.	
	OIPRD agrees to pay Contractor \$	for the services set forth in Exhibit
	A, for the Term of this Agreement, up to a cu	
	On or before the first day of each month, the	Contractor shall submit to OIPRD an
	invoice or statement of time spent on tasks in	cluded in the scope of work provided in

FINAL DRAFT OIPRD Agreement for Independent Contractor Services Page 3 of 9 Exhibit A, and OIPRD will process the invoice or statement in the next billing/claim cycle following receipt of the invoice or statement. OIPRD will process invoices or statements for additional services in accordance with this section and the applicable addendum for additional services,

10. Ownership and Use of Documents.

All documents, reports, memoranda, diagrams, sketches, plans, surveys, design calculations, working drawings and any other materials created or otherwise prepared by the Contractor as part of his performance of this Agreement (the "Work Products") shall be owned by and become the property of OIPRD, and may be used by OIPRD for any purpose beneficial to OIPRD. Upon termination of this Agreement, Contractor agrees to return or give to OIPRD all documents and records created pursuant to work performed under this Agreement.

11. Public Records Act Compliance; Legal Compliance.

Contractor acknowledges that OIPRD is a municipal corporation subject to the State of Washington's Public Records Act, RCW Chapter 42.56, and that Contractor's work product may be subject to the Public Records Act. Contractor agrees to maintain all records, including email, electronic messages, electronic documents, written documents, and other records considered a public record in compliance with the Public Records Act. Contractor further agrees to be in compliance with all applicable laws, including all tax and employment-related laws, for work created or performed and compensation received pursuant to this Agreement.

12. Records Inspection and Audit.

All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement shall be subject to inspection and audit by OIPRD for a period of up to three (3) years from the final payment for work performed under this Agreement.

13. <u>Continuation of Performance.</u>

In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, Contractor agrees that, notwithstanding such dispute or conflict, Contractor shall continue to make a good faith effort to cooperate and continue work toward successful completion of its duties and responsibilities.

Administration of Agreeme This Agreement shall be ad Contractor, and by the Chair	ministered by	(name) on behalf of
Any written notices require	irperson of the Commission for d by the terms of this Agreeme	OIPRD or his/her designee. on the shall be served on or mailed
to the following addresses:		

FINAL DRAFT OIPRD Agreement for Independent Contractor Services Page 4 of 9 Name:
Address:
Chair, OIPRD
P.O. Box 575
Eastsound, WA.
Phone:
Phone:
FAX:
FAX:
Email:
Email:

15. Notices.

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above, or if to a person not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner.

Any party may change his, her or its address by giving notice in writing, stating his, her or its new address, to any other party, all pursuant to the procedure set forth in this section of the Agreement.

16. Insurance.

Contractor shall be responsible for maintaining, during the term of this Agreement and at its sole cost and expense, the types of insurance coverages and in the amounts described below. The Contractor shall furnish evidence, satisfactory to OIPRD, of all such policies. During the term hereof, the Contractor shall take out and maintain in full force and effect the following insurance policies:

- a. Comprehensive liability insurance, including automobile and property damage, insuring OIPRD and the Contractor against loss or liability for damages for personal injury, death or property damage arising out of or in connection with the performance by the Contractor of its obligations hereunder, with minimum liability limits of \$1,000,000.00 combined single limit for personal injury, death or property damage in any one occurrence.
- b. Such worker's compensation and other similar insurance as may be required by law.
- c. Professional liability insurance with minimum liability limits of \$1,000,000.

17. <u>Indemnification</u>.

The Contractor shall indemnify and hold harmless OIPRD, and OIPRD shall indemnify and hold harmless Contractor, for the actions or omissions of each of their respective officers, agents, volunteers and employees, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of the negligent act or omission of the Contractor or OIPRD, as the case may be, for their respective officers, agents, employees, or any of them relating to or arising out of the performance of this Agreement. If a final judgment is rendered against OIPRD, its officers, agents, employees and/or any of them, or jointly against OIPRD and the Contractor and their respective officers, agents and employees, or any of them,

FINAL DRAFT OIPRD Agreement for Independent Contractor Services Page 5 of 9 the Contractor shall satisfy the same to the extent that such judgment was due to the Contractor's negligent acts or omissions.

18. <u>Dispute Resolution.</u>

- a. The parties will attempt to resolve any controversies or disputes arising out of or relating to this Agreement through a good faith attempt at mediation, unless the parties agree that it would be futile to do so. Each party will pay its own attorney's fees and costs, and half of the mediator's costs.
- b. Any controversy or claim arising out of or relating to this Agreement that is not resolved through mediation shall be resolved by final and binding arbitration pursuant to RCW 7.04A. Demand for arbitration shall be made in writing to the other party. The arbitration shall be held in San Juan County on Orcas Island, unless otherwise mutually agreed to by the parties, before a single arbitrator selected by agreement of the parties. If the parties cannot agree upon an arbitrator within fifteen (15) days after the demand for arbitration is made, the arbitrator shall be selected by a judge in the Superior Court of San Juan County in accordance with the procedures set out in RCW 7.04A.110.
- c. Unless the parties agree otherwise in writing, the arbitration hearing shall occur no later than sixty (60) days after the date the arbitrator is appointed. The parties agree that, with the exception of the circumstances set forth in RCW 7.04A.230, the arbitrator's decision shall be binding, final and not appealable to any court of law. Each party shall pay its own costs of arbitration including attorneys' fees. The arbitrator's fee and any administrative expenses imposed by the arbitrator shall be shared equally by the parties.

19. Assignment.

Neither party to this Agreement shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party hereto. No assignment or transfer of any interest under this Agreement shall be deemed to release the assignor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

20. Amendment, Modification or Waiver.

No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or such party's or parties' duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default.

Nothing herein shall limit the remedies or rights of the parties hereto under and pursuant to this Agreement.

21. <u>Termination and Suspension.</u>

FINAL DRAFT
OIPRD Agreement for
Independent Contractor Services
Page 6 of 9

- a. Either party may terminate this Agreement upon 10 (ten) calendar days' written notice to the other party if the other party fails substantially to perform in accordance with the terms of this Agreement through no fault of the party terminating the Agreement.
- b. OIPRD may terminate this Agreement upon not less than 30 (thirty) calendar days written notice to the Contractor if the services provided for herein are no longer needed from the Contractor, and/or if the legislative body of OIPRD does not appropriate funds in OIPRD Budget to pay for such services.
- c. If this Agreement is terminated through no fault of the Contractor, the Contractor shall be compensated for services performed prior to the notification of termination in accordance with the rate of compensation provided in this Agreement and any applicable addenda.

22. Parties in Interest.

This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties and their respective successors and assigns, provided that this section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties and it does not create a contractual relationship with or exist for the benefit of any third party, including contractors, sub-contractors and their sureties.

23. Costs to Prevailing Party.

In the event of such litigation or other legal action, to enforce any rights, responsibilities or obligations under this Agreement, the prevailing parties shall be entitled to receive its reasonable costs and attorney's fees

24. Applicable Law.

This Agreement and the rights of the parties hereunder shall be governed by the interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be in San Juan County, Washington; provided, however, that it is agreed and understood that any applicable statute of limitation shall commence no later than the substantial completion by the Contractor of the services.

25. Severable Provisions.

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

26. Entire Agreement.

This Agreement contains the entire understanding of the parties hereto in respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to such subject matter.

27. <u>Counterparts.</u>

FINAL DRAFT OIPRD Agreement for Independent Contractor Services Page 7 of 9 This Agreement may be executed in multiple counterparts, each of which shall be one and the same Agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

28. Authority.

The Parties executing this Agreement represent that they have the authority to bind and commit themselves or the entities they represent to any and all terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed effective the day and year first set forth above.

CONTRACTOR:		
Name: Title:	Date	
ORCAS ISLAND PARK AND RECREATION	DISTRICT	
Chair, Commission Orcas Island Park and Recreation District	Date	

FINAL DRAFT OIPRD Agreement for Independent Contractor Services Page 8 of 9

EXHIBIT A SCOPE OF SERVICES

Pursuant to the terms and conditions of the attached Agreement with OIPRD, Contractor agrees to provide the following services: [INSERT DETAILED DESCRIPTION OF SERVICES]

FINAL DRAFT OIPRD Agreement for Independent Contractor Services Page 9 of 9

Drop In Programs - Sign In Sheet

Day/ Staff Program

Date

Ti Waiver: I (the undersigned) realize insu

accidente	Unclina que quizas ocultan.		accidente o herida que quizás ocurran.	aces, estephinsable de chaiquiei
	Name	Age(s)	Telephone #	\$Amount Paid
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PROGRAM FEE TRANSFER

Date	Program		
Staff Name (PLI	EASE PRINT CLEARLY)		
I confirm that I h		which I left in the ca	sh haq hafara rugagain da T
	Total 1	Funds Collected	
	ks for a total of	\$	Total Checks \$(A)
Bills # of ones	times 1 for a total of	\$	()
# of fives	times 5 for a total of	S	
# of tens	times 10 for a total of	s	
	ties times 20 for a total	\$	
	s times 50 for a total of	\$	
1			
	other	\$	Total Bills \$(B)
Change:	\$ 2000 MAN \$4.5		
# of penn	ies times .01 for a total of	\$	
# of nicke	els times .05 for a total of	\$	
# of dime	s times .10 for a total of	\$	
# of quar	ters times .25 for a total of	\$	
	other	\$	Total Change \$(C)
of receipts. I have	e deposited this amount with Is	sland Rec. Signature:	which is equal to the total amount sees sold
Office use only			
Verified by	date	Correlati	ing Database receipt #
11/8/10 Revised			



Consent to Release Information and Release from Liability

To Whom It May Concern:

I am an applicant for a position with Orcas Island Park and Recreation District. I understand that the Washington Child/Adult Abuse Information Act, Chapter 486, Laws of 1987, requires this agency to investigate my [personal history to evaluate my qualifications to hold the position for which I applied. Therefore I authorize Orcas Island Park and Recreation District to gather all pertinent information regarding my personal history, including information which may be of a confidential or privileged nature.

I consent to your release of any and all public and private information in three areas:

- 1. Civil adjudications: a specific court finding of sexual abuse or exploitation or physical abuse in a dependency action(s) or in a domestic relations action(s):
- 2. Conviction record: criminal history record information relating to crimes against person(s).
- 3. Disciplinary board final decisions: Department of Licensing findings of physical and sexual abuse or exploitation of a child.

I request your cooperat	ion in supplying this information to O	rcas Park and	
Recreation District on b	ehalf of	······································	*
company or organizatio	e to you and those who supplied you n, the County of San Juan and its emp sioners and its employees from any lia uested information.	oloyees, Orcas Island	d Park and Recreation
Applicants Signature		Date	
Applicants Name			
	(Please Print)		
Address			
Date of Birth			



Service Agreement for Orcas Island Park and Recreation District Volunteers

Orcas	Island Pa	ark and Recreation District (OIPRD) and
	mı	(Volunteer) agree as follows:
1.	The D	istrict shall: Provide Volunteer with basic supervision support and materials, as the District deems necessary, to enable Volunteer to perform his/her donated support services.
	b.	Provide Volunteer \$25,000 insurance for an injury incurred while volunteering and personal liability insurance coverage (limit \$1,000,000 per occurrence) at no cost to the Volunteer for claims arising out of the Volunteer's service as a registered Volunteer. This coverage will not apply to the Volunteer's use of automobiles; furthermore, it is secondary to any other insurance the volunteer has.
	C.	Appear and defend a claim or lawsuit made against the volunteers personally arising in the scope and course of carrying out an assignment as authorized by OIPRD.
2.	The Vo	lunteer shall: Abide by and conform to OIPRD policies relating to appearance, discipline, attendance, caliber of work, and written and oral directives.
	b.	Be personally responsible for prompt and accurate recording of his or her hours of actual work.
	c.	Notify OIPRD when circumstances dictate termination of his/her volunteer service if prior to the date agreed upon in Section 3.
	d.	Indemnify and hold OIPRD free and harmless from all liability arising out of all claims, demands, losses, damages, action, or judgments of every kind and description which may occur to or be suffered by the Volunteer by reason of activities arising out of this agreement, except as stated in 1c above.
3.	This agi	reement will be terminated upon written notice by either party to the other.
/olunte	eer Signa	ture Date
	or Guard nteer un	Date
DIPRD 9	Supervis	or Signature

Volunteer Position



Volunteer Registration and Service Agreement

Instructions: Print or Type Responses Mark with an "X" where appropriate Phone Day _____ Evening _____ E-mail _____ Date of Birth Street Address _____ City ____ State ___ Zip ____ **Emergency Contact Information:** Phone _____ Indicate type of volunteer work you are interested in: Coach Mentoring Before/After School Program Sports Program Day Camps Arts and Crafts Late Night Program Do you have a valid Washington State Drivers License? Yes No 🗌 Do you have a valid CPR certification? Yes No 🗌 Do you have a valid first aid certification? Yes 🗌 No 🗌 Volunteers are not considered to be OIPRD employees for any purposes. Volunteer service is considered to be creditable work experience. The data furnished on this form is furnished voluntarily. Please return to:

OIPRD, PO Box 16, Eastsound, Wa 98245



Volunteer Registration and Service Agreement

Instructions: I	Print or Type Res	ponses		Mark with an	"X" wher	e appropriate	
Name							
Phone	Day		Evening				
E-mail							
Date of Birth							
Street Address	5	City		State		Zip	
Emergency Co	ntact Information	n:					
Name			Phone				
Indicate type o	of volunteer work	you are interest	ed in:				
Coach							
Mentoring							
Before/After S	chool Program						
Sports Progran	n 🔲						
Day Camps							
Arts and Crafts							
Late Night Prog	gram 🗌						
Do you have a	valid Washingtor	State Drivers Lic	cense? \	es 🗌	No 🗌		
Do you have a	valid CPR certific	ation? Yes 🗌	1	No 🗌			
Do you have a	valid first aid cer	tification?	Yes 🗌	No 🗌			
Volunteers are considered to b	not considered t e creditable wor	o be OIPRD empl k experience. Th	loyees fo ne data fu	r any purposes Irnished on this	. Volunto	eer service is furnished voluntari	ly.
Please return to	o:						
OIPRD, PO Box	16, Eastsound, W	√a 98245					



MEMO

DATE: July 12, 2012

TO: OIPRD Commissioners

From: Pete Moe, Funhouse Commons

RE: Teen Night & After School program support, Calendar Year 2012

Dear Commissioners,

Thank you so much for working with us to get the 2012 Contractor Agreement, and lease for office space signed this week!

Please allow us to now present a brief proposal regarding support for TEEN NIGHT and AFTERSCHOOL programs.

Last year, when we created the 2012 Funhouse Commons budget, we looked to the OIPRD draft budget to see what kind of support there might be for Funhouse programs. We saw \$9,360 for "Teen Night" and \$10,500 for "After School Programs"; money budgeted to run these programs for half a year.

It has become clear in more recent months that those funds were intended to pay for an OIPRD *version* of Teen Night and Afterschool; or, perhaps more appropriately these same programs, but programs under OIPRD management.

Half way through 2012 The Funhouse Commons continues to provide the community with very strong Teen and Afterschool programming. OIPRD continues to be unstaffed and unable to provide programs.

We propose that for the remainder of 2012 the OIPRD contract with The Funhouse Commons to run Teen Night and Afterschool as a partnership with OIPRD, for the amounts listed in your 2012 budget.

We have a track record (and legal agreement in place) as a program contractor for OIPRD; we can manage the programs and keep them rolling through the end of the year while getting the future OIPRD staff up to speed in preparation for an eventual hand-over.

Attached is a brief report on the programs, both of which are doing great. As you will see, these programs impact a lot of kids and families. They are also costly. We could really use the support of the OIPRD to continue providing these important programs.

Thanks for your time and consideration,

Pete Moe

Executive Director, Funhouse Commons

360 376 71770 360 298 2600c

Afterschool Program: We provide a safe, educational place for children to hang out after school and take part in structured play, Homework Club, work on the computers, explore the science museum, play music, or watch a video from our extensive library of educational—and fun—titles. Our After School programming also incorporates The Funhouse Running Club with adult runners volunteering to teach children about health and nutrition through distance running.

The Funhouse Afterschool program has never been stronger. Participation is as high as it has ever been; averaging 25 kids daily—compared with 18 in 2011. This is largely because of "Activity Hour," which has become institutionalized, and been a real success. During this period of time kids must participate in an organized, non-electronic, supervised activity.

Never has the program been more critical, as the school district struggles with budget cuts, and needs more and more support for kids after regular school hours.

Naturally, when you work with kids and parents everyday, you will have problems, and you will have complaints. Our afterschool program has received its share of criticism over the past decade. However complaints about problems and/or lack of supervision have been greatly reduced as of late, and for good reason: we are spending more on staff and programming.

In fact, we have spent close to \$20,000 on the program through June—significantly more than in years prior to 2011. It's looking like a \$40k/year program annually.

467-577	2010	2011	2012 (thru May)
Afterschool, avg. cost per month	\$3,040	\$4,228	\$3,445
Annual Cost	\$36,480	\$50,736	\$42,000 (est)
Attendance	na	1,260	2,897 (thru 6/25)

Teen Night: Teen Night provides a lively, safe, and supervised place where 10-30 teens meet and socialize every Friday and Saturday night. We provide safe and fun all-night parties for Graduation Night and New Year's Eve, two of the most dangerous nights of the year for teens.

Like the after school program, we are always battling public perception with Teen Night. One rumor of bad behavior can have a significant impact. Similarly, good news, and good programming takes a while to catch on. However herein lies one of the most critical aspects of Teen Night: when a problem happens here, it can be properly and safely addressed. If it happens on the streets in town, it cannot.

Attendance at Teen Night is cyclical. It's popularity with kids ebbs and flows. The program has been redesigned this year, and with the direction of new program manager, Merrick Parnell, has made strides in attracting more kids to the program. Here, again, we've invested more resources into the program. While we are not experiencing the growth we are seeing in the Afterschool Program, we are seeing signs of success, and we expect numbers to exceed 2011.

	2010	2011	2012 (thru May)
Teen Night, avg. cost per month	\$1,945	\$2,205	\$2,151
Annual Cost	\$23,340	\$26,460	\$28,000 (est)
Annual Attendance	2,406	1,833	777 (to date)

What ever is decided by the OIPRD on this funding proposal, we look forward to working with OIPRD staff in the months to come on these and other programs.