Meeting Minutes October 11, 2012

Orcas Island Park and Recreation District Commission Regular Meeting, Thursday, October 18, 2011 Orcas Island Park and Recreation District Office, Eastsound, WA 4:00 P.M. - 7:00 P.M.

I. CALL TO ORDER (4:00)

Bob Eagan, Chairman

Roll call:

Seat 1: Vicki Vandermay - present

Seat 2: Bob Eagan - present

Seat 3: Martha Farish - present

Seat 4: Jim Bredouw - present

Seat 5: Ian Lister - present

Also present: Marcia West, Cara Cohn, Ken Brown, Krista Bouchey

II. Public Comment: None

III. Monthly Business:

Previous Minutes: Acceptance of September 13 Regular Meeting Minutes Motion to approve; Ian. Seconded; Martha. Passed unanimously.

Financials: Marcia went over the Custom Report from the County. Marcia will be taking the Eden training next month that will allow her to enter directly into Eden. Should simplify the Claims Form process.

Payment of Claims for October 13

Bob offered an explanation for two expenses on the Claims Form that came in higher than bid and approved at last meeting.

Griffth Yard works had to address additional (and unforeseen) Buck Park maintenance and repairs resulting in sprinkler heads, installation and line repairs in the amount of \$840 over last months approved bid.

The work to install the door at the new office exceeded the approved \$2500 bid in that there was more sheet rock involved, a concrete landing to meet ADA requirements was more costly, and a door swing issue had to be resolved.

Motion to submit Claims Form as written: Martha. Seconded, Bob. Passed unanimously.

OIPRD Meeting Minutes October 11, 2012

Employee Pay Slip:

Payroll Sheet submitted for Marcia. When approved at the Regular Meeting Marcia can expect to receive a payroll check from the County by the 24th of each month according to Auditors office.

Marcia reports the audit checklist is nearly done. It is due October 19 and should be ready for distribution to commissioners early next week.

Director's Report---Marcia West

Soccer is on-going; ages 3rd through 5th grade and ages 4th through 6th graders. A total of 95 kids are registered on Activenet. There are 9 teams.

Adult tennis players are back on their courts; school tennis program is over. School used the lower fields for archery.

Adult Volleyball will be Wednesday nights October 24, 7:30 to 9:30PM until sometime in the spring. Open to anyone 16 years of age and older. Will be on Activenet. We are charging \$35 for those who sign up before October 24 and \$40 for sign ups after.

Violin lessons will be offered Tuesdays/Thursdays immediately after school is out to 4PM. Minimum of 10 students required.

Friday's 9-11 PM Teen Night has a basketball program with Ian Harlow and Ian Lister. Just starting up with 5 girls and 8 boys. Marcia has obtained a copy of a procedures manual for open gym from Island Rec. Discussion followed about sign in and out procedures, parent waivers and kid understanding of policies. Marcia would like to modify the insurance waivers to reflect the parents and the kids' acceptance of the terms and conditions of participation. Parents will have to indicate whether or not their child can leave the gym on their own. Otherwise, once a kid leaves they can't come back in. Both FH and Parks and Rec should have and enforce the same policy.

Marcia to purchase a first aid kit and set up a procedures packet that each adult coordinator uses when supervising open gym.

The Funhouse has passed off the materials sent by the British Soccer Camp to OIPRD. They are not interested in doing that next year. Discussion to take place when Vicki and Jim are present at the next Regular Meeting.

Buck Park Committee Report-Bob Eagan

Written Committee Report attached. Discussion about next steps after current work is complete. Bob reports we are ready to go on repair of the parking lot. He also has had a request from coaches to work on re-defining the outfield and infield divisions. Neither of those can be considered safety issues so they will be delayed until OIPRD owns the Park.

OIPRD Meeting Minutes October 11, 2012

Bob has asked Griffth to submit an additional bid, for commissioner consideration on additional fieldwork on the softball and baseball fields.

Activenet Report: Marcia West

OIPRD has logged a little over \$5000 in revenue thus far. By the time we add in Volleyball Marcia feels we will have close to 150 people active in the system.

Athletic Solutions Committee: no report.

III. Unfinished Business

OISD Facilities: Resolution 2012-4 attached; Agreement attached.

Motion to adopt: Martha Seconded: Bob. Passed unanimously.

Motion to pay a pro-rated amount of the annual facilities use fee to OISD for facilities use September through December 2012 made by Martha. Seconded by Bob. Unanimously approved.

State Auditor Questionnaire. Marcia reports she is nearly done and will submit copy to the Commissioners for review Monday or Tuesday next week. This would normally have to be in May—they forgot about us so we are getting it done now. Marcia reports it is useful in that it alerts us to all the documentation they will be looking for in a normal audit.

Budget hearing: Martha reports that the Sounder does not think it was paid for the legal notice of our budget hearings but has agreed to post this next week anyway. The Sounder bill was submitted as part of the September Claims Form process and Marcia will check as to what is going on with payment. Martha will post the notice on the Library bulletin beginning next week as required by law.

Attorney Adina Cunningham joins the meeting at 6:30PM. Says she will forward OIPRD a new engagement agreement to reflect her firm name change. Adina will forward a copy of the recorded signed Lease Agreement to rent space from TFC to Marcia.

IV. Public Comment

Carol Kulminski joined the meeting to inquire about OIPRD sponsorship or providing space for weekly Weight Watchers meetings. She would like to have free space and would like a classroom but doesn't want to run into vacations or times when the space would not be available. Discussion followed as to suggestions for other venues that also might work for her.

V. New Business

October Retreat. Martha to call Gretchen and get a read on how important the online survey is and email commissioners her answer.

OIPRD Meeting Minutes October 11, 2012

Discussion of bonding for Marcia—tabled.

Well pump replacement at Buck Park—Bob OISD will pay ½. It will go out to bid.

VI. Adjournment (7:20 PM)

Motion: To adjourn

- Bob, Ian - deliberations: none - unanimously aye

Addenda:

Payment of Claims for October 2012 Buck Park Committee Report Resolution #2012-4, final Facilities Use Agreement between OIPRD and OISD

Regular Meeting minutes for October 11, 2012

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

Signed and attested this 27 th day of October, 2012

Ian Lister, Commissioner #5,

Secretary

Bob Eagan, Commissioner #2,

Chair

1099 Batch# n/a n/a n/a n/a n/a n/an/a n/a n/a n/a n/a n/a n/a 6501.00.576.80.45.0002 6501.00.576.80.41.0009 6501.00.576.80.42.0004 6501.00.576.80.41.0009 6501.00.576.80.48.0002 6501.00.576.80.41.0009 6501.00.576.80.41.0017 6501.00.576.80.48.0002 6501.00.576.80.48.0002 6501.00.576.80.48.0002 6501.00.576.80.41.0014 6501.00.576.80.45.0009 6501.00.576.80.48.0002 6501.00.576.80.47.0011 --|-|-|-**Grant/Level** n/a Date Date Date \$Amount \$4,254.48 \$3,310.00 \$1,842.50 \$1,150.00 \$143.72 \$100.00 \$1,292.00 \$400.00 \$251.05 \$331.85 \$773.23 \$100.00 \$60.32 \$90.00 Pickett Spring (Thomas Leonard) **Funhouse Discovery Center** Funhouse Discovery Center Geppetto's Woodworking Geppetto's Woodworking Orcas Septic Service, Inc. Orcas Septic Service, Inc. Island Cabinets, Inc. Island Cabinets, Inc. **Griffin Yard Works** Griffin Yard Works Griffin Yard Works **Griffin Yard Works** Vendor Name Century Tel As the duly elected board for this district we have reviewed the claims listed above(including original backup materials) totaling \$ 14,099.15 for the period ending October 11___, 2012_. We approve payment with our signatures below. Note: It is the DISTRICTS' responsibility to maintain adequate, original, records to substantiate these claims. Commissioner Commissioner Commissioner Vendor # fun100 fun100 gep144 gep144 gri146 gri146 gri146 orc845 orc845 pic 145 is|146 is|146 gri146 cen480 FUND # (n/a) 10/10/2012 10/10/2012 9/23/2012 9/23/2012 9/30/2012 9/30/2012 9/17/2012 9/17/2012 10/1/2012 9/30/2012 9/30/2012 10/8/2012 Inv. Date 10/1/2012 9/6/2012 Date Date Date Mowing services for September, 2012 - SERVICES PORTION Installation of office doors, entry and wall construction Mowing services for September, 2012 - TAX PORTION Irrigation parts and maintenance - TAX PORTION Teen Night/After School Support - Oct. 2012 installation of office doors - TAX PORTION Irrigation parts and maintenance services BP Chemical Restroom service Sept. 2012 BP Chemical Restroom rental Sept. 2012 Custom office cabinetry - Service Portion Custom office cabinetry - Tax Portion DISTRICT: Orcas Island Park & Recreation District ("OIPRD") Phone - Initial Service Office repairs/maint. October rent Description CLAIMS PAYMENT REQUEST October 26, 2012 Commissioner Commissioner Commissione Invoice # 351484 351484 7215 7215 194 194 n/a n/a n/a n/a n/a 987 DATE:

Committee Report: Buck Park Submitted: October 10, 2012 Lead Commissioner: Bob Eagan

Major Activities

 Bob and Marcia met with Barbara Kline and confirmed that OISD would pay for the irrigation repairs. An invoice has been sent to OISD for the completed work. Barbara also confirmed that the maintenance work bid in the three performance specs was acceptable with the school district. OIPRD will pay for the maintenance work.

- Barbara agreed that OISD and OIPRD would split the cost of the new well pump system, assuming bids are within the estimated range. A bid package for the system has been prepared for review and is attached.
- Three companies were invited to bid on maintenance work at the park. Bids were reviewed in a special meeting and Griffin Yard Works was selected to complete the work. Griffin provided the lowest bid for each of the packages. Packages bid were:
 - Repair of Playground Surfacing and Edging Buck Park
 - Repair of Parking Lot Surfacing and Drainage
 - French Drain and Portable Toilet Landing Buck Park

Griffin started work this week on the playground and the French drain. Play chips are scheduled for installation on Friday. Flagging tape will be place around on going work to signal a hazard for field use during the weekend.

- A meeting was held at the stake park with members of the skatepark committee. A list of needed repairs as created. The majority of the items will need professional concrete work. Volunteer level work could include patching the spalling concrete in the south side of the deep bowl, cleaning and filling cracks around the copings with flexible grout, replacing one missing bench seat and grinding smooth areas where settlement has caused a lift in the concrete surface. The skating club, Young Prodigies, volunteered to clear and clean the blackberry area. This blackberry and trash cleanup work will be next weekend.
- Soccer fields have been lined each week. The Lopez team will be visiting this Saturday and will be playing a noon game with our players.
- The school is wrapping up their use of the courts. Ladies morning tennis will be resuming next
 week. The courts will be available for recreation use full time beginning Oct. 20. The lock is missing
 on the north side of the court and needs to be replaced. We have also received a request for a
 trashcan at the courts. The courts are getting a lot of use and a trashcan would help with
 maintenance.

Attachments:

Performance Specification - Repair and Replacement of the Well Pump System at Buck Park

Request for Bid October 11, 2012

Orcas Island Park and Recreation District Repair and Replacement of the Well Pump System at Buck Park

Section 1 Scope

The scope of work for this proposal includes all labor, tools, materials, qualified supervision, and transportation to perform the following tasks:

- Remove existing sub pump from well, currently set at 136'
- Install new pump and motor using existing 2" galvanized pipe and wire
- Remove booster pump at pump station, Install 14 gal pressure tank
- Wire and test control panel for operation

Bob Eagan will be point of contact if you wish to review project of have questions regarding equipment.

Section 2 Applicable Documents Attached

- Specification Well-X-Trol, Pre-pressurized diaphragm-type well tanks
- Technical Brochure, B33-80GS R1, 33-80 GPM. 1 10 HP, 60HZ, Submersible Pumps
- Technical Brochure, ITT, Goulds Pumps, S-Drive Simplex Variable Speed Submersible Pump Controller

Section 3 Requirements

- A. Contractor will provide:
 - One 7.5hp liquid end Model # G80GS75
 - One 7.7hp 3-60-230, 4" motor, Model # SP-GM75432
 - One S-Drive controller Model # SP-GSPD20150F
 - One 14 gallon diaphragm tank Model # AWX201
- B. Services needed will include but not be limited to:
 - Remove existing sub pump from well, currently set at 136'
 - Install new pump and motor using existing 2" galvanized pipe and wire
 - Remove booster pump at pump station
 - Install 14 gal pressure tank
 - Wire and test control panel for operation
- C. Provide cost for turn-key operation. Single-phase power is currently available at pump station. This equipment is intended to run on single-phase power.

D. Other equipment may be substituted if of equal value and operation capabilities.

Section 4 Submittals

Submit pump specification sheets to Owner for approval, for any proposed substitutions and for materials not specified by manufacturers.

Section 5 Special Requirements

- <u>5.1</u> Form of Bid. All bids must be made on the Bid Form provide herein. Erasure or other changes in the amount bid must be authenticated in the margin, opposite the correction, by handwritten surname of each person executing the bid. All items of the form must be completed.
- <u>5.2</u> Right to Select or Reject. The Owner reserves the right to award a portion of the bid without acceptance of the full list of performance items. The Owner reserves the right to reject any and all bids and to waive any informalities in the bids.

Section 6 Inspection of Work

The Owner shall regularly inspect work performed under this specification. The Owner may at any time request correction or modifications if they fall below contract standards. The Contractor will be expected to make necessary corrections within 72 hours of receipt of such request. Notice may be made in writing, email, by telephone, or in person to the Contractor or his representative.

END OF PERFORMANCE SPECIFICATION

Attachment A - Bid Form

Attachment B - Well-X-Trol, Pre-pressurized diaphragm-type well tanks specification

Attachment C - Technical Brochure, B33-80GS R1, 33-80 GPM 1 – 10 HP, 60HZ, Submersible Pumps

Attachment D – ITT, Goulds Pumps, S-Drive Simplex Variable Speed Submersible Pump Controller

ATTACHMENT A

BID FORM Repair and Replacement of the Well Pump System at Buck Park

Bid Item	Description	Unit of Measure	Estimated Quantity	Unit Price**
1	7.5hp liquid end Model # G80GS75	Each	1	
2	7.7hp 3-60-230, 4" motor Model # SP-GM75432	Each	1	30.00
3	S-Drive controller Model # SP-GSPD20150F	Each	1	
4	14 gallon diaphragm tank Model # AWX201	Each	1	
5	Removal of old pump, installation and testing of new system	Lump Sum	1	
TOTAL				

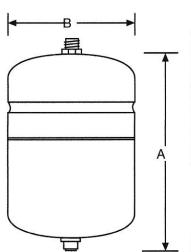
^{**} Unit Price includes all state and local sales tax and delivery to the park.

This Bid Submitted by:
DATE:
Name:
By:(Bidder's signature)
Doing business as:



WELL-X-TROL®

Pre-pressurized diaphragm-type well tanks WX-100, 200 and 300 SERIES



In-Line Models

Model	1	ank ′ol.	Max. Accept.	He	۹ ight		B meter	Sys. Conn. ¹	Factory Pre-charge	Working Pressure	Ship Wt.		
No.	Lit	Gal	Factor	mm	in	mm	in	in	PSIG	PSIG ²	kg	lb	
WX-101	8	2.0	0.45	321	125/8	203	8	3/4	18	150	2.3	5	
WX-102	17	4.4	0.55	381	15	279	11	3/4	18	150	4.0	9	
WX-103	33	7.6	0.42	629	221/4	279	11	3/4	28	150	7.0	15	
WX-104	39	10.3	1.00	451	173/4	390	15³/ ₈	1	38	150	9.0	20	
WX-200	53	14.0	0.81	559	22	390	15³/s	1	38	150	10.0	22	

¹System Connection: Stainless Steel Waterway. ² 150 PSIG is 1034 kPa

Stand Models

Model	Ta Vo	nk ol.	Max. Accept.	Hei	A ight	E Dia		C Conn. ³	Sys. Conn. ¹	Factory Pre-charge	Working Pressure	Ship Wt.		
No.	Lit.	Gal	Factor	mm	ins.	mm	ins.	ins.	ins.	PSIG	PSIG ²	kg	lbs.	
WX-104-S	39	10.3	1.00	489	191/4	390	15³/8	113/16	1	38	150	10.5	23	
WX-201	53	14.0	0.81	606	237/8	390	15 ³ / ₈	113/16	1	38	150	11.4	25	
WX-202	76	20.0	0.57	803	315/8	390	15³/ ₈	113/16	1	38	150	15.0	33	
WX-202XL	98.4	26.0	0.44	971.5	381/4	390.5	15³/ ₈	113/16	1	38	150	16.3	36	
WX-203	121	32.0	0.35	1143	45	390	15³/ ₈	113/16	1	38	150	20.0	43	
WX-205	129	34.0	1.00	752	295/8	559	22	23/16	11/4	38	150	28.0	61	
WX-250	167	44.0	0.77	914	36	559	22	23/16	11/4	38	150	31.0	69	
WX-251	235	62.0	0.55	1187	463/4	559	22	23/16	11/4	38	150	41.0	92	
WX-255	306.6	81.0	0.41	1432	56³/ ₈	558.8	22	23/16	11/4	38	150	47.0	103	
WX-302	326	86.0	0.54	1200	471/4	660	26	23/16	11/4	38	150	56.0	123	
WX-350	450	119.0	0.39	1572	61 ⁷ / ₈	660	26	23/16	11/4	38	150	75.0	166	

² 150 PSIG is 1034 kPa.

Max. Operating Conditions

Operating Temperature	200° F (93° C)
Complies with Low Lead Plur	nbing Law

Specifications

Description	Standard Construction
Shell	Steel
Diaphragm	Heavy Duty Butyl
Liner	Polypropylene
Coating	Tuf-Kote™ Coating Technology

All dimensions are approximate.



Job Name	Contractor P.O. No.
Location	Sales Representative
1,	Model No. Ordered
	Pump Cut-In PSI
Engineer	PSI
Contractor	Pump GPM PSI

Contractor D.O. No.

³ System Connection: Stainless Steel.



TECHNICAL BROCHURE

B33-80GS R1

FEATURES

Powered for Continuous Operation: All ratings are within the working limits of the motor as recommended by the motor manufacturer. Pump can be operated continuously without damage to the motor.

Field Serviceable: Units have left hand threads and are field serviceable with common tools and readily available repair parts.

Sand Handling Design: Our face clearance, floating impeller stack has proven itself for over 40 years as a superior sand handling, durable pump design.

FDA Compliant Non-Metallic Parts: Impellers, diffusers and bearing spiders are constructed of glass filled engineered composites. They are corrosion resistant and non-toxic.

Discharge Head/Check Valve: Cast 303 stainless steel for strength and durability. Two cast-in safety line loops for installer convenience. The built-in check valve is constructed of stainless steel and FDA compliant BUNA rubber for abrasion resistance and quiet operation.

Motor Adapter: Cast 303 stainless steel for rigid, accurate alignment of pump and motor. Easy access to motor mounting nuts using standard open end wrench.

Stainless Steel Casing: Polished stainless steel is strong and corrosion resistant.

Hex Shaft Design: Six sided shafts for positive impeller drive.

Engineered Polymer Bearings: The proprietary, engineered polymer bearing material is strong and resistant to abrasion and wear. The upper bearing is mounted in a durable engineered composite bearing spider for excellent abrasion resistance.

33GS, 40GS, 55GS, 60GS, 75GS & 80GS

33-80 GPM, 1 - 10 HP, 60 HZ, SUBMERSIBLE PUMPS

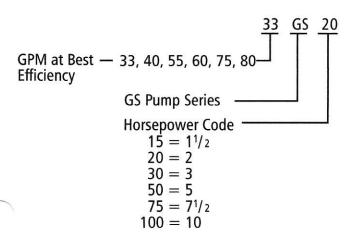


Residential Water Systems

WATER END DATA

Series	Model	Required	Chamas	Water	End
series	Model	H.P.	Stages	Length (in)	Wt (lbs)
	33GS10	1	6	14.2	8
	33GS15	1.5	8	16.6	9
	33GS20	2	10	19.1	10
33GS	33GS30	3	14	24	13
	33GS50	5	22	35.2	19
	33GS75	7.5	34	50.6	27
	33GS100	10	44	62.8	33
****	40GS15	1.5	5	12.9	8
	40GS20	2	6	14.2	8
40GS	40GS30	3	8	16.6	9
	40GS50	5	14	24.0	13
	40GS75	7.5	21	34.0	18
	55GS15	1.5	5	17.1	10
	55GS20	2	7	21.2	12
55GS	55GS30	3	9	25.3	15
3303	55GS50	5	15	39.1	22
	55GS75	7.5	22	54.1	32
	55GS100	10	29	68.6	39
Carrier House Carrier	60GS15	1.5	4	15.0	8
	60GS20	2	5	17.1	9
60GS	60GS30	3	7	21.2	10
	60GS50	5	11	30.9	14
	60GS75	7.5	17	43.2	19
	75GS30	3	7	24.1	14
75GS	75GS50	5	11	34.8	19
7303	75GS75	7.5	16	48.2	27
	75GS100	10	21	63.8	35
	80GS30	3	5	21.4	10
80GS	80GS50	5	9	29.4	13
	80GS75	7.5	14	42.8	24

NOMENCLATURE -SOLD AS WATER ENDS ONLY



SPECIFICATIONS

Model	Flow Range GPM	Horse- power Range	Best Efficiency GPM	Discharge Connection	Minimum Well Size	Rotation®
33GS	10 - 50	1 - 10	33	2"	4"	CCW
40GS	20 - 65	11/2 - 71/2	40	2"	4"	CCW
55GS	20 - 80	1½ - 10	55	2"	4"	CCW
60GS	40 - 80	11/2 - 71/2	60	2"	4"	CCW
75GS	40 - 100	3 - 10	75	2"	4"	CCW
80GS	50 - 120	3-71/2	80	2"	4"	CCW

① Rotation is counterclockwise when observed from pump discharge end.

"GS" SERIES MATERIALS OF CONSTRUCTION

Part Name	Material
Discharge Head	AISI 303 SS
Check Valve Poppet	AISI 304 SS
Check Valve Seal	BUNA, FDA compliant
Check Valve Seat	AISI 304 SS
Check Valve Retaining Ring	AISI 302 SS
Bearing Spider - Upper	Glass Filled Engineered Composite
Bearing	Proprietary Engineered Polymer
Klipring	AISI 301 SS
Diffuser	Lexan*
Impeller	Noryl*
Bowl	AISI 304 SS
Intermediate Sleeve*	AISI 304 SS, Powder Metal
Intermediate Shaft Coupling*	AISI 304 SS, Powder Metal
Intermediate Bearing Spider*	Glass Filled Engineered Composite
Intermediate Bearing Spider*	AISI 303 SS
Shim	AISI 304 SS
Screws - Cable Guard	AISI 304 SS
Motor Adapter	AISI 303 SS
Casing	AISI 304 SS
Shaft	AISI 304 SS, 1-3 HP; 17/4 PH, 5-10 HP
Coupling	AISI 304 SS, Powder Metal
Cable Guard	AISI 304 SS
Suction Screen	AISI 304 SS

^{*}See repair parts for where used.

W.E.

Signature of the state of

MODEL 75GS

SELECTION CHART

Horsepower Range 3 - 10, Recommended Range 40 - 100 GPM, 60 Hz, 3450 RPM

Pump	HP	DCI							1	Depti	h to V	Vate	in Fe	et/R	ating	s in (GPM	(Gall	ons t	er M	linute	2)		-			HU5500798	
Model	***	3	20	40	60	80	100	120	140	160	180	200	220	240	260	280	300	320	340	360	380	400	420	440	460	480	500	520
		0					80	67	52											1	-	1.00		1			-	-
		20			77	63	47																					
75660		30		75	61	45																						
75GS3	03	40	73	58	42								1-11-1-11															
		50	56	39																								_
		60	37													1												
Shut-of	f PS	ı	77	69	60	51	43	34	25																			
		0							90	83	75	65	55	44														
	ı	20						80	72	62	51	41				\vdash												
		30					79	70	60	50																		
75GS5	05	40				78	69	59	48																			
		50			77	67	57	47																				
	1	60		75	66	55	45			12-12-12-1																		
Shut-of	f PS	ı		120	111	102	94	85	76	68	59	50	42	33														122
		0													80	75	68	61	54	47	40					7		
	Ī	20											79	73	66	59	52	45										
75GS7	-71/	30										78	72	65	58	51	44											
/303/	3/ 72	40									77	71	64	57	50	43												
1		50								76	70	63	56	49	42													
		60							75	69	62	55	48	41														
Shut-of	f PSI								146	137	129	120	111	103	94	85	77	68	59	51	42							
		0												100	97	95	92	88	85	81	76	72	67	62	56	51	45	40
	[20							Lyemmoo			99	96	94	91	87	84	79	75	70	65	60	55	49	44			
75GS10	010	30									99	96	94	91	87	83	79	74	69	64	59	54	48	43				
, 303 100	010	40								98	96	93	90	86	82	78	74	69	64	58	53	48	42					
		50							98	95	92	89	86	82	77	73	68	63	57	52	47	41						
		60					100	97	95	92	89	85	81	77	72	67	62	57	51	46	40							
Shut-of	f PSI		272	263	254	246	237	228	220	211	202	194	185	176	168	159	150	142	133	124	116	107	98	90	81	72	64	55

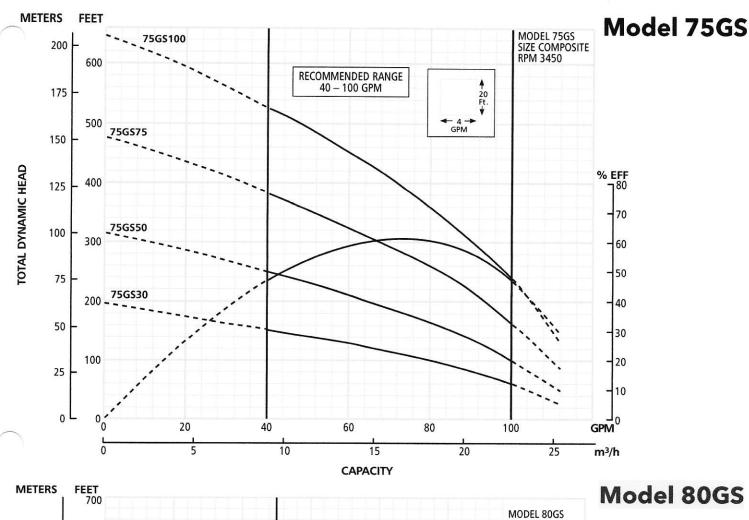
MODEL 80GS

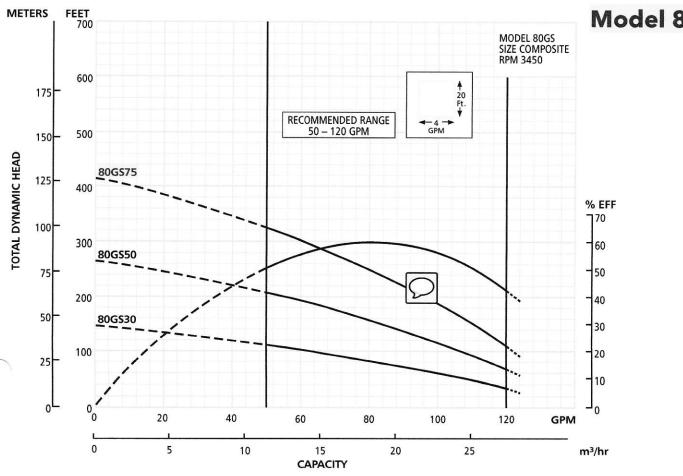
SELECTION CHART

Horsepower Range 3 - 71/2, Recommended Range 50 - 120 GPM, 60 Hz, 3450 RPM

Pump	НР	PSI							Dep	th to	Wate	r in F	eet/R	ating	s in G	PM (Gallo	ns pe	er Mir	nute)						
Model	•••	5	20	40	60	80	100	120	140													400	420	440	460	480
		0		114	100	82	63																			
		20	94	77	57																	·				
		30	74	53																						
80GS3	03	40	50																							
1		50																								
1		60																								
Shut-of	f PS		55	46	38	29	20													-		-				
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Residential Water Systems









S-Drive™

Simplex Variable Speed Submersible Pump Controller



S-Drive™ Simplex Variable Speed Pump Controller

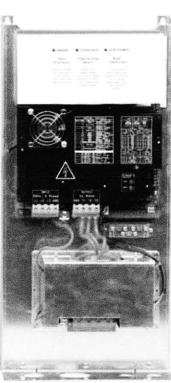
Do you want to Simplify your Commercial Pumping System? Goulds Pumps "S-Drive" variable speed, constant pressure pump controller is designed for the professional pump installer.

With application specific features and Goulds Pumps designed software, the S-Drive was developed specifically for commercial submersible well systems.

This variable speed controller goes beyond a "standard" drive, giving the pump professional a rugged design that is built for demanding conditions.

Key Features and Benefits

- Energy Saving → The S-Drive is a true variable frequency controller which adjusts motor speed to match the hydraulic needs of the system to maintain pressure. Unlike valve controlled systems, the energy draw is substantially reduced during lower flow while keeping the pump close to its best efficiency.
 Up to 70% energy savings over fixed speed pumps are common.
- Easy Set-up → Pre-set for submersible or surface motor characteristics.
 Pre-wired and tested transducer. Touch button pressure setting. No complicated menus or electrical programming to cope with. Total set up time including wiring is less than 30 minutes.
- NEMA 3R → Outdoor rated enclosure eliminates the need for separate cover panels required by competitive standard NEMA 1 enclosures. Operating temperature -22° F to 122° F!
- Dual Phase Input → The drives are UL listed for both three phase and single phase input (de-rated).
- Filter Pack → The S-Drive comes complete with output filter rated to 1000 feet
 of motor lead. It is ready to go without having to source and install components
 from other sources. Programming is also pre-set to 30 Hz minimum to maintain
 motor bearing lubrication required by some motor manufacturers.
- True Motor Match → The S-Drive is already rated for the higher amp requirements typical of submersible pumps on start-up. There is no need to oversize the drive! A 10 HP S-Drive will run a 10 HP submersible pump!
- Transducer → As with all Goulds drives, the pressure transducer is included with the drive so there is no need for separate sourcing and compatibility checks. The transducer is pre-wired and tested, with internal case grounding!
- Full Diagnostics → In addition to typical electrical protection and diagnostics, the S-Drive has a full range of pump protection features such as bound pump or motor shut down, low water or loss of prime shut down. These features require no additional input devices.
- Program Security → The flashing LED status indicator will not fade in outdoor use the way competitors'
 LCD screens often do, and the internal push buttons discourage tampering by untrained operating or
 maintenance personnel. The enclosure can be locked and tagged to prevent unauthorized entry.

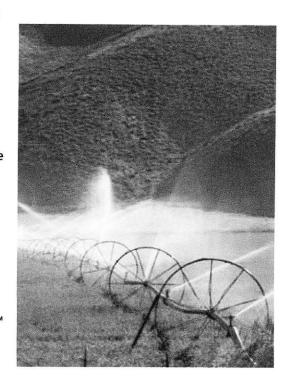


S-Drive™ Simplex Variable Speed Pump Controller

- Remote on/off → Permits external control by timers (irrigation), float or pressure switches (tank draining) or manual control. Dry contact closure required.
- Hand/Auto Option → Allows the drive to be run at full speed without a pressure transducer for longer periods
 of time as in the case of new well development or system start up. Turning the control back to auto resumes the
 automatic pressure tracking and control.
- Remote Monitoring → External monitors may be connected to the drive for monitoring pump running speed (4-20 mA output based on speed), pump on, and system fault. The fault indicator can also be connected to devices like an auto-dialer. This enables control of pumps and drives in un-manned locations. The 4-20 mA output can be utilized for functions such as an external dosing system, or chlorine injection.
- Pressure Drop → The drive restart value can be adjusted from the typical 5 PSI drop to 20 PSI. This allows for fewer starts and for small leaks that can be common in irrigation systems.
- Dual Set Point → The S-Drive has the capability to be programmed with two pressure set points. An external contact such as a timer can be used to change between them, so that a booster pump serving both a building and an irrigation system can do both jobs without manual resets.
- No Water Restart → The S-Drive has the capability to adjust the time delay in between each "dry well" fault.
 Adjustable from 10 minutes to 2 hours between each restart. Ideal for low yielding wells.

Typical Applications

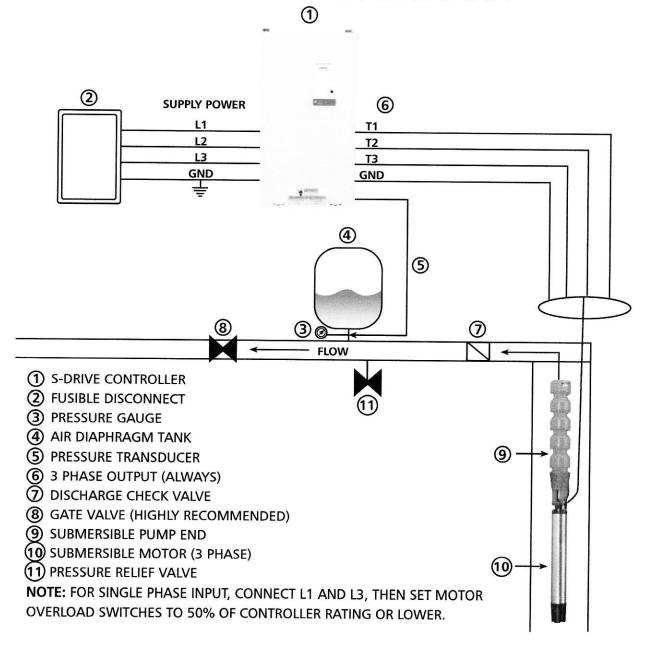
- Irrigation → Irrigation applications use both submersible and surface pumps. The S-Drive can control standard
 4" and 6" submersible motors as well as turbine pumps and surface centrifugal pumps up to 30 HP.
- Rural Water → Rural water districts often pump ground water from community wells with single pumps of less than 50 HP. Many have a single water tower, which limits system pressure during peak periods or at remote ends of the distribution system. The S-Drive can automatically compensate for demand variations with either submersible or surface boosters.
- Building Booster → Commercial buildings of less than ten stories may require supplemental pressure to offset what is provided by the municipal system either on a permanent basis, or during periods of peak demand.
- Agriculture → Commercial farms for crops or livestock require a
 reliable source of irrigation, feeding or cooling water. Dairy, turkey,
 chicken, beef and various commercial crops all require a constant
 source of water with varying demands throughout the season.
- Retrofit → Replace existing constant speed control panels. Upgrade your simplex commercial water system with the easy to use S-Drive™ Constant Pressure Controller.



S-Drive™

Simplex Variable Speed Pump Controller

SUBMERSIBLE WELL S-DRIVE CONSTANT PRESSURE LAYOUT



S-Drive™ Simplex Variable Speed Pump Controller

Specifications

Input Power 208-230V single or three phase 50/60 Hz

380-460V three phase 50/60 Hz

Output Power

208-230V 60Hz three phase 5-30HP (2-15HP with 1 phase input)

380-460V 60Hz three phase 5-30HP

Supply Voltage	Frame (Enclosure) Size	MIIMADORC	Output Full Load Amps		Normal Duty Horsepower (For Reference Only)	
			1 Phase Input	3 Phase Input	1 Phase Input	3 Phase Input
208-230	1	SPD20050F	8.1	17.8	2.0	5
	2	SPD20075F	10.9	26.4	3.0	7.5
		SPD20100F	17.8	37.0	5.0	10.0
	3	SPD20150F	26.4	47.4	7.5	15.0
		SPD20200F	33.0	60.6	10.0	20.0
	4	SPD20250F	40.2	76.0	12.0	25.0
		SPD20300F	47.4	94.0	15.0	30.0
380-460	1	SPD40050F		8.9		5.0
		SPD40075F		13.2		7.5
	2	SPD40100F		18.5		10.0
		SPD40150F		23.7		15.0
		SPD40200F		30.3		20.0
		SPD40250F		37.5		25.0
		SPD40300F		47.0		30.0

NOTE: Low input voltage may cause reduced pump performance.

Motor Overload/Ramp Switches

	SWITCH	SETTING	S	
B	NK1	BANK2	BANK3	
	3 4 1 U = Up	2 3 4 D = Down	1 2	
	OVERLOAD TINGS	ACCEL/DECEL RAMP SETTINGS		
BANK1 1 2 3	% OF RATING	BANK1&2 4 1 2	RAMP SETTING	
UUU	100%	UUU	0.5 SEC	
UUD	95% 90%	UUD	1 SEC 2 SEC	
UDD	85%	UDD	3 SEC	
DUU	80% 70%	DUD	4 SEC 5 SEC	
DDU	50% 40%	DDU	6 SEC 7 SEC	
000000000000000000000000000000000000000	ATER RT TIME	BANK3	MIN FREQ	
BANK2	RESTART	U	30Hz 15Hz	
3 4 U U	TIME 10 MIN	BANK3	CARRIER	
UD	30 MIN	2	FREQ	
0 0	1 HOUR 2 HOURS	U D	2KHz 8KHz	

<u>Run enable:</u> Start and stop switch contact. <u>Hand mode:</u> Enables the controller to run with or without pressure sensor feedback.

<u>Two point pressure setting:</u> Digital input to select between two programmed pressure settings.

Adjustable pressure drop: Digital input to set the pressure drop allowed before the pump/motor is turned on.

<u>Pressure setting:</u> Up and down buttons to set required pressure.

<u>Motor overload setting:</u> Adjustable to allow use with a wide range of motors.

<u>Ramp and minimum speed:</u> Adjustable accelerate and decelerate ramp times and min. speed.

<u>Carrier (IGBT switching) frequency:</u> 2 KHz to 8 KHz

Digital Input Controls/Relays

CONTROL TERMINALS			
POSITION	FUNCTION	DESCRIPTION	
1	СОМ	SIGNAL COMMON	
2	RUN/STOP	CLOSED = RUN OPEN = STOP	
3	СОМ	SIGNAL COMMON	
4	HAND/AUTO	CLOSED = HAND OPEN = AUTO	
5	СОМ	SIGNAL COMMON	
6	INPUT	TRANSDUCER INPUT	
7	+24V	24VDC SUPPLY	
8	+5V	5VDC SUPPLY	
9	СОМ	SIGNAL COMMON	
10	ANALOG OUTPUT	4-20mA OUTPUT	
11	SP2/SP1	CLOSED = SETPOINT2 OPEN = SETPOINT1	
12	PRESSURE DROP	CLOSED = 20PSI OPEN = 5PSI	
13	RELAY1 - NO	MOTOR RUN	
14	RELAY1 - NC	STOP: NC = COM	
15	RELAY1 - COM	RUN: NO = COM	
16	RELAY2 - NO	SYSTEM FAULT	
17	RELAY2 - NC	OK: NC = COM	
18	RELAY2 - COM	FAULT: NO = COM	

S-Drive™

Simplex Variable Speed Pump Controller

Analog output: 4-20mA output based on drive frequency. 0-60 Hz. Outputs

Pump run status: Relay to indicate pump run status.

Drive fault status: Relay to indicate pump, motor or controller fault. May be connected to

outside warning device or auto-dialer.

LED Lights: Green - standby or pump running

Orange - Under voltage

Red - Number of blinks determine: replace controller, no water/loss of prime, sensor fault, pump or motor bound, short circuit/ground fault, input phase

loss, temperature, over-voltage, or motor overload.

Over 95% at Full Load **Electrical Efficiency**

No water restart time Adjustable restart time for "dry well" function from 10 min. to 2 hours.

Short circuit, under voltage, motor overload, temperature, dead heading, run out, suction **Protection Against**

loss, sensor fault, bound pump, overvoltage, static discharge, dry well.

2000 m (6600 ft.) Max. Elevation -22° F to 122° F Ambient Temp.

95% at 104F non-condensing Max. Humidity

Avoid mounting in areas with excessive dust, acids, corrosives and salts. Air Pollution

UL, cUL, CE **Approvals**

Painted Steel enclosure, NEMA 3R, IP43, (rain tight) **Enclosure**

Mounting Wall mount

Cooling Attached heat sink and fan.

4-20 mA rated to 300 PSI with 180-inch, 3 core shielded cable, with internal case ground. Transducer **Output Filter**

Integrated filters protect the motor from voltage spikes even with up to 1,000 feet of wire

between controller and motor.

SIZE 2

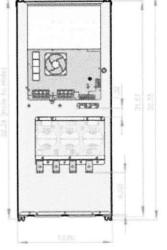
Weights and Dimensions

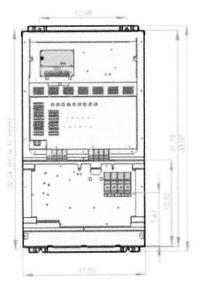
SIZE 3

Size 1 = 21 lbs. Size 2 = 27 lbs. Size 3 = 52 lbs. Size 4 = 110 lbs.

SIZE 1





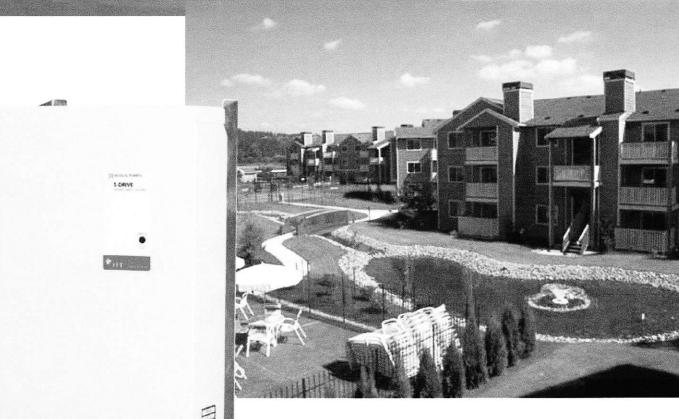


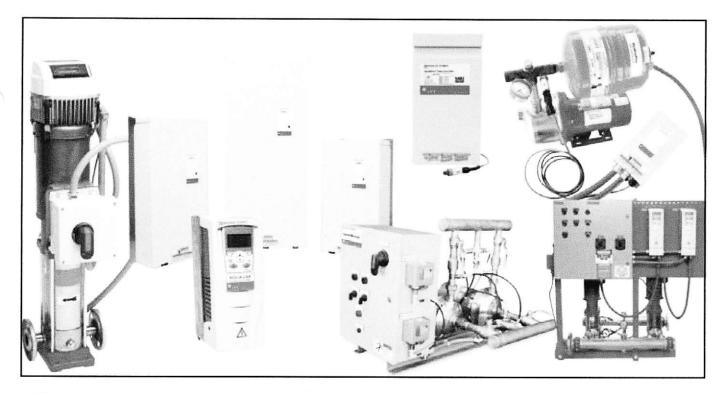
SIZE 4

Goulds Pumps S-Drive™

S-Drive™ Simplex Variable Speed Pump Controller







FOR ALL OF YOUR PUMP AND CONTROL NEEDS, CONTACT YOUR GOULDS PUMPS PROFESSIONAL.



2881 East Bayard Street Seneca Falls, NY 13148 Phone: (315) 568-7123 Fax: (315) 568-7973

www.goulds.com

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INTERLOCAL AGREEMENT BETWEEN THE ORCAS ISLAND SCHOOL DISTRICT AND THE ORCAS ISLAND PARK AND RECREATION DISTRICT FOR USE OF SCHOOL DISTRICT FACILITIES

THIS INTERLOCAL AGREEMENT ("the Agreement") is entered into by and between Orcas Island School District ("School District") and the Orcas Island Park and Recreation District ("OIPRD") (collectively "the Parties"), municipal entities formed in the State of Washington, for the purpose of establishing use of the School District's facilities by OIPRD. This Agreement is entered into pursuant to RCW 39.34.030, RCW 67.20.020 and RCW 36.69.130.

RECITALS

WHEREAS, the School District is committed to providing excellent educational and healthful opportunities for its students in a safe and supportive environment; and

WHEREAS, OIPRD is committed to providing recreational and educational opportunities to the community and requires facilities for such activities; and

WHEREAS, the Parties recognize that the community has a need for educational and recreational activities and has historically used OISD's facilities for community-sponsored recreational and educational events; and

WHEREAS, using the School District's tax supported facilities is more economically efficient and feasible for OIPRD than acquiring or constructing facilities through additional taxes; and

WHEREAS an annual fee for service, that approximates fair market value by mutual agreement of both Boards, is in the best interests of the School District and OIPRD under these circumstances.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth in this Agreement, it is agreed by and between the School District and OIPRD as follows:

- **SECTION 1.** Purpose. The purpose of this Agreement is to describe the terms and conditions by which OIPRD may use and schedule for use educational and recreational activities in facilities owned and maintained by the School District.
- **SECTION 2.** Term; Review Period. This Agreement shall be effective upon execution by the governing bodies of the Parties (the "effective date") and shall continue in full force and effect until July 31, 2013, unless extended by mutual written agreement of the Parties or unless sooner terminated or superseded, pursuant to the terms of this Agreement.

Within one (1) calendar year of the effective date of this Agreement, respective representatives of each party agree to meet to review the terms and conditions of this Agreement. Any amendment to the Agreement shall be duly passed by each party's

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governing body.

SECTION 3. Use of School District Facilities.

- A. <u>Facilities</u>. The facilities owned and maintained by the School District and subject to this Agreement are described in **Exhibit A** ("the Facilities"). Use of the Facilities includes use of all equipment, including fixtures such as basketball hoops, goalposts, nets and similar equipment but not including personal property such as balls or bats, supplies, furniture and appurtenances belonging to OISD at such location(s).
- B. <u>Activities.</u> The types of activities that OIPRD will sponsor, and which the School District agrees to allow the Facilities to be used for, include but are not limited to adult and youth activities, and OIPRD-sponsored programs and events, including but not limited to such sport and recreational activities as baseball, soccer, basketball, volleyball, and other related or similar activities (collectively "Recreational Activities").
- C. <u>Concessions</u>. OIPRD may operate concessions related to or in support of its Recreational Activities at the facility locations identified by OISD, to the extent allowed by law. Revenue generated from these concessions will be the sole property of OIPRD, to the extent allowed by law. Revenue generated by OISD concessions will be the sole property of the School District.
- D. <u>Use of the Facilities by Public.</u> OIPRD agrees and understands that the School District will 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, OIPRD or by any other approved non-School District users. 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 OIPRD.

SECTION 4. Scheduling.

- A. <u>Block Scheduling.</u> The School District agrees to provide block schedules of intended School District use of the Facilities for interscholastic athletic competition like football, basketball or soccer or for any other school-based activity or repair, to OIPRD on or before the following dates of each year of this Agreement: July 1 for the Fall Quarter; October 1 for the Winter Quarter; and February 1 for the Spring Quarter ("Approved Schedule"). By May 1 of each year, the School District agrees to submit notice to OIPRD of summer repairs or maintenance affecting the Facilities. The block scheduling times reserved for school-based activities or repairs will be referred to on the Approved Schedule.
- B. New Activities. In the event the School District wishes to place a new activity on the Approved Schedule, after the Approved Schedule has been posted as set forth in Section 4A, OIPRD will use its best efforts to accommodate the School District's new activity to the extent practicable. If a middle school or high school make-up, WIAA interscholastic game can only occur within a time previously reserved by OIPRD, then OIPRD will accommodate the School District's event, and re-schedule OIPRD's event. The School District must immediately notify the OIPRD Scheduling Coordinator of any make-up games that meet this scheduling constraint and must

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make a best effort to pick a non-conflicting date for the make-up game if it is feasible.

- C. <u>Scheduling Coordinators</u>. The School District and OIPRD agree to each appoint an employee or volunteer to serve as a contact person for performing scheduling functions for each entity ("Scheduling Coordinator"). The School District's Scheduling Coordinator will send via email to OIPRD the Approved Schedule in writing by the dates set forth Section 4(A), to OIPRD's Scheduling Coordinator.
- D. Activenet Use. The School District agrees that OIPRD may use the Activenet application to post the Approved Schedule for access by the public online. OIPRD will post the Approved Schedule on the Activenet system within 10 (ten) days of receiving the Approved Schedule from the School District. Once the Approved Schedule has been posted on Activenet, changes may be made only by contacting OIPRD's Scheduling Coordinator. OIPRD intends to post updates to the Approved Schedule for the existing month and the following month on or around the tenth day of each month. OISD staff, using their internal scheduling software, may make any internal changes within their Approved Schedule without any notification to OIPRD.

E. OIPRD's Scheduled Activities.

<u>After OIPRD</u> receives the Approved Schedule from the School District, OIPRD may use the open times on the Approved Schedule to schedule OIPRD's activities and post them to Activenet, at its discretion.

i. SECTION 5. OIPRD Obligations

A. Payments to the School District

- i. Annual payment. OIPRD shall pay to the School District, on or before **January 1** of each calendar year, \$4,000.00 (four thousand dollars) for each year during the term of this Agreement. OIPRD's first payment in 2012 will be prorated for the months remaining until December 31, 2012; and OIPRD will pay the pro-rated amount for the year on or before the 20th day of the month following the effective date of the Agreement. OIPRD shall not pay or be responsible for any other fees for use of the Facilities under this Agreement, unless otherwise agreed to in writing by the Parties. In the event of early termination of this Agreement, OIPRD's annual payment will be pro-rated for that year, and any remaining payment for the year will be returned to OIPRD.
- ii. <u>Utilities</u>; <u>Maintenance Costs</u>. OIPRD is not responsible for any utility costs, costs of normal wear and tear or maintenance costs in connection with its use of the Facilities. Structural repairs will continue to be paid by the School District. The Parties recognize that the School District maintains the facilities pursuant to the School District's collective bargaining agreement with its local union.

iii.

B. Other OIPRD Obligations.

i. Damage to the Facilities. OIPRD will be responsible for damage to the Facilities by

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OIPRD's officers, employees or volunteers or users due to their negligence or intentional misconduct, in the course and scope of their duties for OIPRD for an event scheduled at the Facilities. OIPRD agrees to repair such damage and restore the Facility back to its previous condition within a reasonable period of time. The School District agrees that OIPRD will not be responsible or liable for damage caused by normal and wear and tear that occurs during the normal course of recreational activities at the Facilities.

- ii. <u>Equipment.</u> OIPRD will 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, or other similar fixtures.
- iii. Compliance with Applicable law and School Procedures. OIPRD agrees to abide by applicable state and federal laws. The School District shall provide copies of the applicable school rules and procedures to OIPRD and shall promptly notify OIPRD in writing of any changes in such rules and procedures. OIPRD shall not be deemed to have had constructive notice of such rules or procedures, or changes, unless a copy has been provided in writing to the OIPRD Board.

SECTION 6. School District Obligations.

- A. <u>Use of School District Facilities</u>. The School District grants OIPRD the right to use the Facilities as set forth in this Agreement.
- B. Maintenance of Facilities and Equipment. The School District agrees to maintain the Facilities in good repair and working order, including but not limited to normal building maintenance and payment of necessary utilities and overhead costs, and for maintenance and replacement of its gymnasium and playing fields, including the associated equipment (e.g. fixtures such as basketball hoops, goalposts, volleyball stands and nets), to standards required for continued interscholastic athletic competition and community athletic events. The School District is not responsible for line-striping fields for events not conducted by the School District and the School District agrees to let OIPRD, or other community users, to stripe the fields as necessary for their events.
- C. <u>Clean Up and Trash.</u> Trash and garbage clean up of the Facilities is the responsibility of the group using the Facility. OIPRD will ensure that all users understand this responsibility. OISD will be responsible for emptying the trash and garbage containers.

SECTION 7. <u>Budgetary obligations.</u> Each party shall be responsible for preparing its own budget for 2012 and thereafter, for the effective period of this Agreement, including costs pursuant to this Agreement.

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SECTION 8. <u>Separate Entity; Independent Contractor.</u> This Agreement does not create a separate legal entity to administer this Agreement. OIPRD's employees, officers and agents, including volunteers, shall remain under OIPRD's supervision, control, and insurance policies. The School District's employees, officers or agents shall remain under the School District's supervision, control and insurance policies.

SECTION 9. Insurance.

- A. The School District certifies that it is insured through the Washington Schools Risk Management Pool. The School District certifies that it maintains property, premises liability, and general liability insurance in excess of \$1,000,000.00 per occurrence, including for the acts or omissions of its officers, employees, and representatives for the type and scope of work contemplated herein by its officers, employees, volunteers and agents.
- B. OIPRD hereby certifies that it is insured through the Enduris risk pool and maintains property, premises liability, and general liability insurance up to \$1,000,000.00 per occurrence, including for the acts or omissions of its officers, employees, and representatives for the type and scope of work contemplated herein by its officers, employees, volunteers and agents, through a qualified insurance carrier.
- C. Either party may request proof of insurance on request from the other party.

SECTION 10. Mutual Indemnification; Hold Harmless.

- A. OIPRD agrees to protect, defend, indemnify and hold harmless the School District for any and all activities by OIPRD employees, officers, elected officials, agents and volunteers, from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorneys fees and disbursements) caused by or occurring by reason of any violation of law or negligent act or omission of its elected officials, officers, agents, volunteers or employees, arising out of or in connection with the activities of OIPRD and the activities under and pursuant to this Agreement, including but not limited to any personal injury, death, and/or property damage claim, demand, lawsuit or other proceeding, including industrial insurance claims and administrative enforcement actions, brought against the School District or OIPRD, caused by OIPRD's use of the Facilities under this Agreement.
- B. The School District agrees to protect, defend, indemnify and hold harmless OIPRD for any and all activities by School District employees, officers, elected officials, agents and volunteers, from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorneys fees and disbursements) caused by or occurring by reason of any violation of law or negligent act and/or omission of its elected officials, officers, agents, volunteers or employees, arising only out of or in connection with the School District's ownership, control and maintenance of the School District's Facilities and the School District's activities under and pursuant to this Agreement, including but not limited to any personal injury, death, and/or property damage claim, demand, lawsuit or other proceeding, including industrial insurance claims and administrative enforcement actions, brought against the

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School District or OIPRD, that is not caused by OIPRD's use of the Facilities under this Agreement.

- C. Nothing contained in this section or Agreement shall be construed to create a right of indemnification in any third party. The provisions of this section shall survive the termination of this Agreement, and shall be construed to apply during the effective term of this Agreement.
- D. The indemnification arising under this Section shall continue in full force and effect nothwithstanding the full payment of all obligations under the above referenced lease/purchase agreements, or the termination of the same.

SECTION 11. Dispute Resolution.

A. Meet and confer. In the event of any dispute relating to this Agreement, the Parties shall, prior to initiating arbitration, first meet and confer in good faith at reasonable times in an attempt to resolve the matter without the expense and uncertainty of arbitration.

B. Arbitration.

- i. Any dispute relating to this Agreement that is not resolved following good-faith meetings and conferences may 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 if practicable, before a single arbitrator selected by the 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.
- ii. 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 out in RCW 7.04A.230, the arbitrator's decision shall be binding, final and not appealable to any court of law.
- iii. The losing party shall pay all of the arbitrator's fee and any administrative expenses imposed by the arbitrator. Such fees and expenses will be pro-rated appropriately in multi-issue situations in which one party does not prevail on all issues. Each party shall bear its own attorneys fees and costs, except that if the arbitrator deems that a losing party's position has been unreasonable, the losing party shall pay the prevailing party's attorneys fees and costs as to any such issue(s).

SECTION 12. Waiver of Breach. The failure of any party to this Agreement to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option or right conferred by this Agreement, in any one or more instances shall not be construed to be a waiver or

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relinquishment of any such option or right or of any other covenants or agreements which shall remain in full force and effect.

SECTION 13. Termination.

- A. <u>Voluntary</u>. Either party may terminate this Agreement for any cause by giving 90 (ninety) calendar days written notice to the other party.
- B. <u>For Cause</u>. Either party may terminate this Agreement with cause by giving 30 (thirty) calendar days prior written notice to the other party under the following circumstances:
- (1) A material breach of the contract by either party, which breach is not cured or in good faith attempted to be cured within 20 working days of notice of such breach to the breaching party; or
- (2) Non-payment under this Agreement which non-payment is not cured within 20 calendar days after the non-paying party is notified in writing of such delinquency; or
- (3) Bankruptcy, the threat of bankruptcy, or the legal dissolution of either party; or
- (4) On such terms as agreed to in writing by both parties.
- C. <u>Scheduled Activities</u>. Any activities on the Approved Schedule, as updated on the date of notice of termination, shall survive termination of the Agreement under this section unless otherwise agreed to in writing by the Parties. If the Parties agree to not perform or to cancel activities that are on the Approved Schedule due to termination of this Agreement, each party agrees to send notice(s) to their respective affected parties of the termination of the scheduled activities.
- D. <u>Return of Property</u>. On termination of this Agreement, each party shall return to the other party any personal property belonging to that party. OIPRD agrees to remove any and all personal equipment owned or substantially controlled by OIPRD from the Facilities on termination of this Agreement.
- **SECTION 14.** <u>Modification.</u> This Agreement may be modified by mutual written consent of the governing bodies of the Parties. Minor modifications to correct scrivener's errors, clarify the meaning of words or phrases, or clarify how terms or conditions under this Agreement shall be executed shall not constitute a modification of this Agreement..
- **SECTION 15.** No Third Party Beneficiary. The provisions of this interlocal agreement are not intended to create any third-party beneficiary contract rights, and therefore none should be deemed created by this agreement. The agreement between the parties is only intended to create rights and/or obligations as between the signatory parties.

SECTION 16. Governing Law; Venue. This Agreement is entered into and shall be governed by the laws of the State of Washington. In the event of a dispute that has completed arbitration or been held

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ineligible for arbitration, the venue shall lie in San Juan County, Washington.

SECTION 17. Construction and Interpretation. This Agreement is being entered into and shall be construed and interpreted in accordance with the laws of the State of Washington.

SECTION 18. <u>Integrated Agreement.</u> This Agreement is the full and complete understanding of the Parties and there are no other agreements, either verbal or written, which would alter the terms of this document. Any prior written agreements or understandings are superseded by this Agreement. The Agreement may be modified or amended only by mutual written agreement by the governing bodies of the Parties.

SECTION 19. Severability; Conformance. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the Parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If the part, term or provision found invalid is an essential or operative term of the Agreement, the Parties may mutually agree in writing to terminate the Agreement.

If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to confirm to such statutory provision.

SECTION 20. <u>Notices.</u> Any notice required or desired to be served, given or delivered hereunder shall be in writing and shall be deemed to have been validly served, given or delivered upon deposit in the United States mail by registered or certified mail with proper postage prepaid and addressed to the party to be notified.

Notices shall be sent to the following administrators, who will be responsible for administering this Agreement:

For OIPRD:

Year One: Bob Eagan, Chair, OIPRD

P.O. Box 575

Eastsound, WA. 98245

ph.

OIPRD@oiprd.org

For SCHOOL DISTRICT:

OISD Superintendent Barbara Kline

557 School Road

Eastsound, WA. 98245

ph. (360)376-2284

bkline@orcas.k12.wa.us

NOW THEREFORE in consideration of the foregoing terms and conditions set forth in pages one through eight, and with the full authority to execute this Agreement pursuant to approval by the OISD School Board and the OIPRD Commission, the Parties hereby agree to this Agreement:

ORCAS ISLAND SCHOOL DISTRICT

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Dubun Ke	7/27/12
Barbara Kline	Date
Superintendent, Orcas Island School District	

ORCAS 181 AND PARKS AND RECREATION DISTRICT

Bob Eagan

Date

Commissioner, Orcas Island Parks and Recreation District

AFTEST:

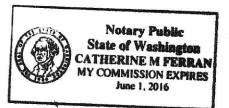
School District Clerk

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STATE OF WASHINGTON)
) :ss
COUNTY OF SAN JUAN)

ON THIS day of 10, 2012, before me, personally appeared BARBARA KLINE, known to be the individual who executed the within and foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.



Notary Public in and for the State of Washington, residing at:

My Appointment Expires

Line 1, 2016

STATE OF WASHINGTON)
) :ss
COUNTY OF SAN JUAN)

ON THIS day of Oth, 2012, before me, personally appeared **Bob Eagan**, known to be the individual who executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto the day and year in this certificate first above written.



Notary Public in and for the State of Washington, residing at: Eastsmend - Jan Jhan County - WA

My Appointment Expires 08 03-2015

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EXHIBIT A FACILITIES LIST

- 1. School Cafeteria
- 2. High School Gym (w/equipment)
- 3. Old Gym w/bathrooms and equipment
- 4. School Library front entrance area
- 5. School Library West Wing area
- 6. Band Room w/o instruments
- 7. School playing fields, #4, 5 and 7, w/goals or backstops

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Resolution to Adopt the Interlocal Agreement Between The Orcas Island School District (OISD) and the Orcas Island Park and Recreation District (OIPRD) For Use of School Facilities.

Resolution 2012-4 October 11, 2012

WHEREAS OISD is committed to providing educational and healthful opportunities for its students; and

WHEREAS OIPRD is committed to providing recreational and educational opportunities to the community that requires facilities for such activities; and WHEREAS both parties recognize that the community has historically used OISD facilities for community-sponsored recreational and educational events; and WHEREAS use of OISD, tax supported facilities is more economically feasible and efficient for OIPRD than acquiring or constructing facilities through additional taxes; and

WHEREAS such use is mutually agreeable to both parties and is in the best interests of OISD and OIPRD

NOW THEREFORE BE IT RESOLVED that the OIPRD Board of Commissioners adopts the Interlocal Agreement Between The Orcas Island School District and The Orcas Island Park and Recreations District according to the mutual covenants, promises and conditions set forth in the Agreement.

ADOPTED, THIS 11th day of October 2012

Orcas Park and Recreation District Commissioners

Jim Bredouw	
Bob Eagan A Cap	
Martha Farish Justilia Jan	
Ian Lister Sh Sturm All	
Vicki Vandermay	