

Public Meeting
May 9, 2013

Meeting Minutes May 9, 2013

Orcas Island Park and Recreation District Commission
Public Meeting, Thursday, May 9, 2013
Eastsound Fire Hall
4:00 P.M.- 6:00 P.M.

I. CALL TO ORDER – 4:10pm

Bob Eagan, Chairman

Roll call:

Seat 1:	Vicki Vandermay -	absent
Seat 2:	Bob Eagan -	present
Seat 3:	Martha Farish -	present
Seat 4:	Jim Bredouw -	present
Seat 5:	Ian Lister -	present

II. CONSENT AGENDA

1. **Previous Minutes** – April 11, 2013. **MOTION:** With no revisions, Ian moved to approve; Martha seconded and it was approved unanimously.
2. **Payment of Claims** (*both electronic and warrants*)
MOTION to approve by Ian; seconded by Martha; and it was approved unanimously.
3. **Employee Pay Slip**
MOTION to approve by Martha; seconded by Ian and it was approved unanimously.

III. PUBLIC COMMENT

<no public was in attendance>

IV. MONTHLY BUSINESS

1. Financials

* Custom Report Runner
<See addenda>

2. Director's Report

Discussed was the issue that more kids are showing up at Open Gym that are actually signed in participating. It is of concern that some parents may assume their kids are being supervised when they aren't. The question is what to do about these kids and whether or not we should feel an obligation to notify parents that their kids aren't actually participating in Open Gym, even if they're not causing trouble. One point of view is that it is our duty to alert parents to these kids' status. Another point of view is that we aren't nor can't be responsible until such point as they actually sign in; that is, it is up to parents to ensure that their child makes it to the front door i.e. at what point from the time they leave their house do they become our responsibility?

<See addenda>

3. Buck Park Committee Report

Marcia reported that the well and new pump system is nearing completion and that Bob is working to revise the electrical to have adequate power for the new pump.

Marcia would like approval of \$168.75 add'l mowing fees x 4 to mow the Buck Park Vitality Trail, not currently under the existing mowing agreement. As it is under the previously authorized budget amount for maintenance, it was determined that Director West can direct funds this direction without a Motion.

V. UNFINISHED BUSINESS

1. Buck Park Transfer

OIPRD counsel, Adina Cunningham arrived at 4:35pm. Among other things, she indicated that any transfer between OISD and OIPRD, while it doesn't have to show a fair market value connected to the transfer "price", it will need to show the benefit to OISD, i.e. improved maintenance, management, etc. and this will need to be demonstrated, either in public or behind the scenes. Germane WA state law RCW 39.33 was reviewed and discussed: <http://apps.leg.wa.gov/rcw/default.aspx?cite=39.33>

The Board suggested that Bob Eagan send an official email to Scott Lancaster briefly outlining the value of this exchange, as well as the budget allocations and maintenance schedule for 2013 going forward; specifically the scheduled mowing, sprinkler and general maintenance and improvement plans for 2013 forward and the roughly \$45k allocated in our budget this year, with add'l funds specifically earmarked in future years. Additionally, it seems clear that these duties are more appropriately aligned with the legislative directive of a Park and Rec District in WA law than that of a school district.

MOTION: Martha moved to approve; Ian seconded to accept the language of Adina's sample Quit Claim document. After discussion, it was approved unanimously.

Adina discussed whether or not state approval through the State Recreation and Conservation funding office was legally necessary for the transfer of title, as it is not in conflict with state law, the original 1992 Grant Agreement nor the historically approved and intended use for this property.

MOTION: Jim moved to approve; Bob seconded to authorize Adina to ask the Conservation & Recreation Office Director if, regarding the title transfer of Buck Park from OISD to OIPRD, she will accept the approach of a Quit Claim and a Right to Use Agreement without assignment of the 1992 Grant Agreement and, if not, to then authorize Adina to request assignment of said Grant Agreement. After discussion, it was approved unanimously.

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MOTION: Martha moved to approve; Bob seconded to accept Adina's draft letter requesting the assignment of the Grant Agreement from OISD to OIPRD. After discussion, it was approved unanimously.

<See 1992 Buck Park Grant agreement>

MOTION: Martha moved to approve; Ian seconded to accept Adina's draft resolution for OISD regarding the intergovernmental transfer of Buck Park from OISD to OIPRD. After discussion, it was approved unanimously.

<See Draft 1 Resolution for OISD Transfer of Buck Park to OIPRD>

<Adina left the meeting at 5:50pm.>

2. Facilities Use Agreement Review

Adina reported that Chris Sutton, OISD Board member, told her that OISD's law firm, Perkins Coie reviewed and approved the language of the proposed FUA.

3. Summer Activities Catalog

The Board reviewed the online Catalog created by Marcia and Krista. Stellar reviews.

VI. NEW BUSINESS

1. Rental of Buck Park and policy questions

It was determined that we would rent a park field for \$10/hour plus a damage deposit, in case trash isn't taken out or damage occurs. It will be made clear that alcohol isn't permitted and cars may not be driven in the park.

2. October Election of Commissioners

Discussion ensued re: germane dates and conditions of the upcoming election process.

3. Skatepark Repair Proposal

Marcia completed a walk through with Ron Griffin of the skate park and he put together a proposal from a concrete company to repair the cracks and holes and replace the 5 copingstones that are in the worst shape. The estimated cost is \$1,702. (To separately purchase 25 new copingstones for later repair would be an add'l \$1,350). It is her opinion that these repairs are critical, requiring only a 1-day closure, and that without these repairs, we should consider closing the park altogether for safety reasons.

<Ian departed at 6:25pm>

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4. June regular meeting

It was agreed that June regular meeting will happen one day early due to Graduation complications, on Wednesday, June 12 at 4pm; not June 13.

5. New Business Agenda Suggestions

Martha suggested that we create a semi-official philosophy that will guide policy regarding building savings, program makeup, our etc. going forward to be discussed in greater detail at the June meeting. She and Bob will become the ad hoc committee to make recommendations at that meeting.

<See Business Agenda Suggestions Memoranda>

VII. ADJOURNMENT

MOTION to adjourn by Jim at 6:40pm; 2nd by Martha, unanimously approved.
The meeting was adjourned at 6:40 pm.

Addenda:

Custom Report Runner, May 3, 2013

Director's Report, May 9, 2013

Buck Park Committee Report with Skateboard Proposal, May 8, 2013

1992 Buck Park Grant agreement

Draft 1 Resolution for OISD Transfer of Buck Park to OIPRD

Business Agenda Suggestions Memoranda

Public Meeting minutes for MAY 9, 2013

Approved by motion on this 12th day of June, 2013

Signed and attested this 12th day of June, 2013

Jim
Bredon

Jan Lister, Commissioner #5,
Secretary

#4, ACTING SECRETARY

Bob Eagan, Commissioner #2,
Chair

CLAIMS PAYMENT REQUEST

DISTRICT: ORCAS ISLAND PARK AND RECREATION DISTRICT FUND # 6501

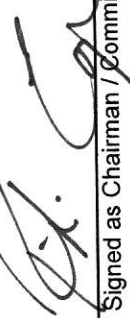
DATE: 9-May-13

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SEE ATTACHED INVOICE ACCOUNTING REPORT

TOTAL CLAIMS \$15,479.68


I do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is just, due, and unpaid obligation against the district. I am authorized to authenticate and certify to these claims. Materials backing up these claims will be retained by the district according to state law and are available to the public on request.

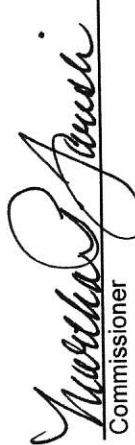

Signed as Chairman / Commissioner Date 5/09/13

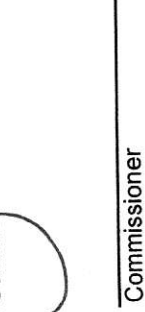
Board Authorization

As the duly elected board for this district we have reviewed the claims attached (including original backup materials) totaling

\$ 15,479.68 for the period ending May 9, 2013 We approve payment with our signatures below.


Commissioner Date 5/9/13


Commissioner Date 5/09/13


Commissioner Date


Commissioner Date 5/09/13

Invoice Accounting Report by Vendor Name

Page: 1

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05/09/2013 2:38:02PM

San Juan County

Vendor Number: bee144 Name: BEERY ELSNER & HAMMOND, LLP

Invoice Number	Line No	Line Description	Account Number	Amount	Type
10730	1	Legal support for Buck Park Transfer	E 6501.00.571.00.41.0006	1,135.50	in

Vendor Number: cen480 Name: CENTURYLINK

Invoice Number	Line No	Line Description	Account Number	Amount	Type
42706316705	1	May phone bill	E 6501.00.571.00.42.0004	226.74	in

Vendor Number: gri146 Name: GRIFFIN YARD WORKS

Invoice Number	Line No	Line Description	Account Number	Amount	Type
gwy1304	1	mowing, park maintenance	E 6501.00.571.00.48.0006	2,451.67	in
	2	sale tax	E 6501.00.571.00.48.0006	198.59	in
Vendor Total:				2,650.26	

Vendor Number: isl153 Name: ISLANDS BASEBALL & SOFTBALL

Invoice Number	Line No	Line Description	Account Number	Amount	Type
ibse0509	1	Baseball and T-Ball Fees	E 6501.00.571.00.41.0200	950.00	in

Vendor Number: san275 Name: SAN JUAN SANITATION CO INC

Invoice Number	Line No	Line Description	Account Number	Amount	Type
sjs1304	1	April service - Buck Park	E 6501.00.571.00.47.0013	86.88	in

Vendor Number: saw176100 Name: SAWYER, GREG M. Sawyer

Invoice Number	Line No	Line Description	Account Number	Amount	Type
1878	1	well pump equipment for Buck Park	E 6501.00.571.00.48.0008	6,782.48	in
	2	sale tax	E 6501.00.571.00.48.0008	549.38	in
Vendor Total:				7,331.86	

Page: 1

Invoice Accounting Report by Vendor Name

Page: 2

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05/09/2013 2:38:02PM

Vendor Number: sta895 Name: STATE OF WASHINGTON

Invoice Number	Line No	Line Description	Account Number	Amount	Type
11285766	1	April Sales tax	E 6501.00.586.00.44.0000	36.86	in

Vendor Number: fun100 Name: THE FUNHOUSE DISCOVERY CTR

Invoice Number	Line No	Line Description	Account Number	Amount	Type
FH050713	1	program and staff services	E 6501.00.571.00.41.0200	1,280.51	in
	2	April rent and storage	E 6501.00.571.00.45.0002	460.00	in
FHC05071302	1	printing summer program postcard	E 6501.00.571.00.42.0003	548.22	in
Vendor Total:				2,288.73	

Vendor Number: wes146 Name: WEST, MARCIA J.

Invoice Number	Line No	Line Description	Account Number	Amount	Type
mw7	1	office supplies	E 6501.00.571.00.31.0002	143.69	in
	2	Buck Park repair materials - skatepark,	E 6501.00.571.00.48.0011	369.13	in
	3	music - wheelie dealie Zach O'Brien	E 6501.00.571.00.41.0019	200.00	in
	4	adobe creative cloud - indesign monthly	E 6501.00.571.00.31.0003	21.89	in
	5	Chamber of Commerce membership	E 6501.00.571.00.41.0019	75.00	in
Vendor Total:				809.71	
Grand Total:				15,516.54	

- 36.86
\$15479.68

CLAIMS PAYMENT REQUEST

DISTRICT: ORCAS ISLAND PARK AND RECREATION DISTRICT FUND # 6501


DATE: 9-May-13

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SEE ATTACHED INVOICE ACCOUNTING REPORT

TOTAL CLAIMS \$36.86

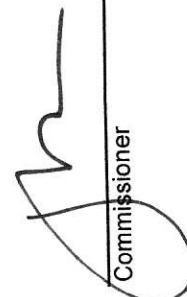
I do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is just, due, and unpaid obligation against the district. I am authorized to authenticate and certify to these claims. Materials backing up these claims will be retained by the district according to state law and are available to the public on request.

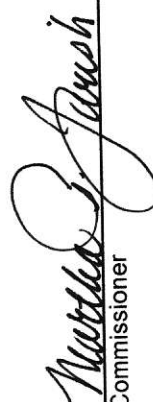

Signed as Chairman / Commissioner Date 5/09/13

Board Authorization

As the duly elected board for this district we have reviewed the claims attached (including original backup materials) totaling

\$ 36.86 for the period ending May 9, 2013 We approve payment with our signatures below.


Commissioner Date 5/9/13


Commissioner Date 5/09/13


Commissioner Date 5/09/13

Commissioner Date



My account

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ORCAS ISLAND PARK AND RECREATION DISTRICT

Tax Registration Number: 603-231-409

Frequency: Monthly

PO BOX 575
EASTSOUND, WA 98245-0000
[Edit](#)


Current unpaid tax return

Period 04/2013
Filed 05/13/2013 8:30:41 AM
Return due date 05/28/2013

Total taxes \$36.86
Less payments \$0.00 (does not include check or ACH credit payments)
Amount due \$36.86

Select payment method **E-Check** ▾

E-check payment

Transfer date  *

If the payment transfer date is on a weekend or holiday, the payment will be initiated the next business day.

Amount

[Cancel](#)

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Need Assistance? 1-877-345-3353

P.O. Box 575, Eastsound, WA, 98245

Activity Attendance and Signup:

Open gym and Adult Sports – Adult volleyball attendance has been averaging 8 players on Wednesday evening. Adult soccer has begun on Sunday afternoons at Buck Park. Friday and Saturday night open gyms have 10 – 15 participants in the gym. It has been noted that a group is gathering outside on the school grounds. They have not signed in to the open gym and are not under OIPRD supervision. We should address what our responsibility is and how the staff should handle the youth.

Baseball – 54 players are registered for baseball / softball and 30 players for T-Ball. We need to confirm the billing rate for field usage. The claims form includes full payment to date for baseball.

Soccer has 28 players enrolled and is off to a strong start. We currently have 4 coaches. Running club is also continuing through the school year.

Program Management

The post card announcing the summer catalog is ready to be sent out. We are sharing the mailing with the Funhouse. The Funhouse is paying the postage and OIPRD is paying the printing.

The online catalog is posted and will continue to be updated as we learn of changes and additions. The current plan is to print 200 copies mid-May and make other printings on request. We can mail copies to individuals as needed and will distribute limited copies to the library, senior center, chamber of commerce, Funhouse, and school administrations.

Development of the catalog has taken a lot of coordination and time but I think the effort will be a valuable community service. We have built a template for the catalog and should be able to use the format for a school year catalog covering fall / winter/ spring activities.

Program Issues:

We need volunteers for summer programs! I am on the committee with the library and the school to identify and plan programs for the school library space for the summer. Several ideas are in the works.

Financial:

The MACC state audit report is due by the end of May. I would like to get this report put together next week and hope to arrange time with both Ian and Jim to complete the forms.

Please let me know if you have any questions or additional input.

Marcia

Committee Report: Buck Park
Submitted: May 9, 2013
Lead Commissioner: Bob Eagan

Major Activities

- Well and Pump System is nearing completion. The materials are billed on this month's claims. System testing is ongoing. Final billing will be completed once the system is fully operational. This will allow full testing and operation of the irrigation system.
- Ron Griffin and Marcia have completed a walk-through and cost estimate for repairing the concrete areas in the skatepark. The park needs replacement of apx. 20 concrete coping stones, repair of cracks and joints, patching of the surface spalling in the lower bowl. Ron has coordinated the work with local concrete professionals, collected information from Paul Garwood, and located the coping stone manufacturer in Oregon. The park is getting daily use and the repairs are needed to preserve the concrete and provide a smooth riding surface. Ron's estimate is attached. The coping stones have a 30 day lead time.
- We need to increase the maintenance on the Vitality Trail. Both the public and the school are running the trail daily. The grass and blackberries need cutting every two weeks during the growing season to keep the trail pleasant and safe. Recommend we increase the maintenance contract to include 4 additional cuttings in the "Mow Perimeter" areas. Cost:

$$\$168.75 * 4 = \$675$$

- Baseball, softball, and soccer are all in progress at the park. No outstanding issues have been reported with the fields. We have requests to rebuild the sand volleyball court and to repair or replace the soccer goals. Both of these projects have been added to the park improvements list.
- Tennis courts are getting a lot of spring use. Signs are posted and the information board is up. The courts will be washed as soon as the roadwork is complete.
- Signs have been posted in the sani-cans regarding trash and dog bags. Two new dog bag boxes are up at the park.
- Buck Park transfer committee, Bob E. and Martha F. and Marcia met Monday, Apr 29 with Adina C. Adina outlined the recommended process going forward. Drafts of needed resolution(s), claims, and other transfer materials have been prepared and reviewed with the committee in preparation for the public meeting.

AGREEMENT FOR PROJECT GRANT FROM OUTDOOR RECREATION ACCOUNT

Project Title Buck Recreational Park

Project Number 92-123A/D

THIS AGREEMENT is entered into by and between the WASHINGTON STATE INTERAGENCY COMMITTEE FOR OUTDOOR RECREATION (IAC), acting through its Director and Orcas Island School District #137, a governmental entity eligible to receive funding as described below (Public Agency). The Director of the IAC shall be known hereinafter as the "Director".

GENERAL PROVISIONS

1. Purpose of Agreement

The purpose of this Agreement is to set out the terms and conditions under which the monetary grant set out below is made from the Outdoor Recreation Account of the General Fund of the State of Washington under the provisions and requirements of RCW 43.99.080 by the IAC to the Public Agency, in aid of an outdoor recreation project (the "project") of the Public Agency.

2. Term of Agreement

This Agreement shall be effective upon March 20, 1992 and shall terminate only upon mutual agreement of the parties, except as may be otherwise provided elsewhere in this Agreement.

3. Performance by Public Agency

(A) The Public Agency shall develop and complete the project as it is described in section 4 below, in the Public Agency's application, and in accordance with the Public Agency's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the IAC. That application is incorporated herein by this reference as if fully set forth for the purposes of determining the project description and project goals and objectives.

(B) No expenditure made, or obligation incurred, by the Public Agency prior to the effective date of this Agreement shall be eligible for grant funds, in whole or in part, unless specifically approved by the IAC or the Director. The amounts set out in section 5 below shall be reduced as necessary to exclude any such expenditure from participation.

The project shall be completed no later than June 30, 1993. No expenditure made, or obligation incurred, following this completion date shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the IAC may have under this Agreement, the amounts set out in section 5 below shall be reduced to exclude any such expenditure from participation.

(C) Time of project performance by the Public Agency is of the essence of this Agreement. Failure to timely complete the project as set out in subsection B above is a material breach of the Agreement.

4. Description of Project

The Project of the Public Agency which is the subject of this Agreement is described in summary as follows:

This project involves the acquisition by donation and development of Buck Recreational Park. The legal description for the property to be acquired is included as 'Attachment A' and is by this reference made a part of this Agreement.

Specific items to be developed on the site include:

✓Gates	✓Clearing and demolition
✓Earthwork	✓Tables (picnic) ✓trash receptacles
✓Field drainage/storm	✓Volleyball court
✓Irrigation	✓Bike rack
✓Seeding	✓Soccer goals ✓baseball backstops
✓Roads, ✓path, ✓parking	✓Signage
✓Tennis courts	✓A&E
✓Childrens play area	
✓Basketball court (half court)	

The project is described more fully in the application by the Public Agency to the IAC for grant-in-aid assistance. That application was initially submitted to the IAC by the Public Agency on April 30, 1991, and was approved by the IAC on March 19, 1992.

5. Project Funding

(A) The total cost of the project for the purposes of this Agreement is 630,034 Dollars; PROVIDED that, if the total cost of the project when completed, or when this Agreement is terminated, is actually less, that actual cost shall be substituted herein.

(B) The value of the contributions by the Public Agency to the Project shall be 330,034 Dollars, or 52 percent of the total project cost, whichever amount is less, at minimum.

(C) Subject to the terms of this Agreement, the IAC agrees to provide 300,000 Dollars, or 48 percent of the total project cost, whichever amount is less, from monies available in the Outdoor Recreation Account of the State's General Fund.

(D) If the IAC has entered into an agreement with the National Park Service, United States Department of the Interior, to contribute Federal Land and Water Conservation Funds to this project, that federal contribution will be -0- Dollars, or -0- percent of the total project cost, whichever is less.

(E) The IAC shall not be obligated to pay any amount beyond the amounts set out in subsection (C) and, if applicable, (D) above unless that additional amount has been approved in advance by the IAC, or by the Director, and incorporated by written amendment into this Agreement.

(F) Disbursement of grant monies by the IAC to the Public Agency under this Agreement shall be made in accordance with chapter 286-24 WAC, all conditioned upon proof of compliance with the terms of this Agreement by the Public Agency. The IAC reserves the right to withhold disbursement of the final ten percent (10%) of the total amount of the grant to the Public Agency until the project has been timely completed and approved by the Director.

(G) The obligation of the IAC to pay any amount(s) under this Agreement is expressly conditioned upon strict compliance with the terms of this Agreement by the Public Agency.

6. Requirements of the National Park Service

If the project has been approved by the National Park Service, United States Department of the Interior, for assistance from the Federal Land and Water Conservation Fund (see section 5 (D)), the Project Agreement General Provisions as contained in Section 660.3 Attachment B of the Land and Water Conservation Grant Manual as now existing or hereafter amended are made part of this Agreement, and the Public Agency shall abide by these Project Agreement General Provisions. Further, the Public Agency agrees to provide the IAC with reports or documents needed by the IAC to meet the requirements of the Project Agreement or Section 660.3 Attachment B of the Land and Water Conservation Grant Manual.

7. Non-availability of Funds

If amounts sufficient to fund the grant made under this Agreement are not available in the State Outdoor Recreation Account or such funds are not appropriated by the Washington State Legislature, or such funds are not allocated by the Washington State Office of Financial Management (OFM) to the IAC for expenditure for this Agreement in any biennial fiscal period, the IAC shall not be obligated to pay any remaining unpaid portion of this grant unless and until sufficient funds are so deposited and/or any necessary action by the legislature or OFM occurs. If the IAC participation is suspended under this section for a continuous period of one year, the IAC's obligation to provide any future funding under this Agreement shall terminate.

The Public Agency shall use any grant funds already received to complete the project to the extent possible and shall devote the project to the uses required under this Agreement unless an alternate use is approved by the IAC or the Director.

8. Termination and Other Remedies

(A) The IAC may require strict compliance by the Public Agency with the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and IAC policies incorporated in this Agreement, and with the representations of the Public Agency in its application for a grant as finally approved by the IAC.

(B) The IAC, or the Director, may suspend, or may terminate, the IAC's obligation to provide funding to the Public Agency under this Agreement:

- (i) In the event of any breach by the Public Agency of any of the Public Agency's obligations under this Agreement; or
- (ii) If the Public Agency fails to make progress satisfactory to the IAC or the Director toward completion of the project by the completion date set out in section 3(B) above; or
- (iii) If, in the opinion of the IAC or the Director, the Public Agency fails to make progress necessary to complete any other project assisted with grant funds from the IAC within the completion date set out by agreement with the IAC for that project.

(C) In the event this Agreement is terminated by the IAC, or the Director, under this section or any other section after any portion of the grant amount has been paid to the Public Agency under this Agreement, the IAC may require that any amount paid be repaid to the IAC for redeposit into the Outdoor Recreation Account.

(D) The Public Agency understands and agrees that the IAC may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in section 4 above. However, the remedy of specific performance shall not be the sole or exclusive remedy available to the IAC. No remedy available to the IAC shall be deemed exclusive. The IAC may elect to exercise any, any combination, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity.

9. No Waiver by IAC/Remedies

Waiver by the IAC of any default or breach shall not be deemed to be a waiver of any other or subsequent default or breach and should not be construed to be a modification of the terms of the Agreement unless stated to be such in writing by the Director, or his or her designee. The IAC does not waive any of its rights or remedies under this Agreement should it: (a) fail to insist on strict performance of any of the terms of this Agreement, or (b) fail to exercise any right based upon a breach of this Agreement.

10. Application Representations -- Misrepresentation or Inaccuracy a Breach

The IAC relies upon the Public Agency's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application shall be deemed a breach of this Agreement.

11. Compliance with Applicable Statutes, Rules and IAC Policies

The subject grant shall be governed by, and the Public Agency shall comply with, all applicable provisions of chapter 43.99 RCW, chapter 286 WAC and published IAC policies and guidelines, which are incorporated herein by this reference as if fully set forth.

12. Restriction on Conversion of Facility to Other Uses

The Public Agency shall not at any time convert any property or facility acquired or developed pursuant to this Agreement to uses other than those for which assistance was originally approved, without the prior approval of the IAC, in the manner provided by RCW 43.99.100 for marine recreation land, whether or not the property was acquired with Initiative 215 funds.

13. Use and Maintenance of Assisted Projects

The Public Agency shall operate and maintain, or cause to be operated and maintained, the property or facilities which are the subject matter of this Agreement as follows:

(A) The property or facilities shall be maintained so as to appear attractive and inviting to the public.

(B) All facilities shall be built and maintained in accordance with applicable state and local public health standards and building codes.

(C) The property or facilities shall be kept reasonably safe for public use.

(D) Buildings, roads, trails, and other structures and improvements shall be kept in reasonable repair throughout their estimated lifetime, so as to prevent undue deterioration that would discourage or prevent public use.

(E) The facility shall be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.

(F) The property or facility shall be open to everyone without restriction because of race, creed, color, sex, religion, national origin, handicap or residence of the user.

(G) The Public Agency agrees to operate and maintain the facility in accordance with all applicable federal, state, and local laws and regulations.

14. User Fees and Charges

User, or other types of fees may be charged at the project described by this Agreement, provided that the fees and charges are commensurate with the prevailing range of public fees and charges within the state for the particular activity involved.

Unless precluded by state law, all revenues from fees and charges which exceed the costs for operation and maintenance of the area from which they were collected must be deposited in a capital reserve fund identifiable within the sponsor's(s') official annual budget(s), for acquisition and/or development of outdoor recreation lands or facilities consistent with the agency's park and recreation plan. Such funds may not be used for operation and maintenance of other facilities.

15. Provisions Applying Only to Acquisition Projects

The following provisions shall be in force only if the project described in this Agreement is for the acquisition of outdoor recreation land or facilities:

(A) When Federal Land and Water Conservation Funds are part of this Agreement per section 5(D) of this Agreement, the Public Agency agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and the applicable regulations and procedures of the Department of the Interior implementing that act.

(B) When state funds are included in this project per section 5(C) of this Agreement, the Public Agency agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington (Chapter 240, Laws of 1971, 1st Ex. Sess., RCW 8.26.010), and chapter 468-100 WAC after it becomes effective on April 2, 1989.

(C) In the event that housing and relocation costs, as required by federal law set out in subsection (A) above and state law set out in subsection (B) above, are involved in the execution of this project, the Public Agency agrees to provide any housing and relocation assistance that may be necessary and will assume all administrative costs, with the understanding that eligible relocation costs may be part of the total project cost.

(D) Evidence of Land Value Prior to disbursement of funds by the IAC as provided under this Agreement, the Public Agency agrees to supply evidence to the IAC that the land acquisition cost has been established as per IAC procedural guidelines, which are incorporated by this reference.

(E) Evidence of Title The Public Agency agrees to show the type of ownership interest for the property that has been obtained. This shall be done before payment of financial assistance by the IAC.

(F) Deed of Right to Use Land for Public Recreation Purposes The Public Agency agrees to execute an instrument or instruments which contain (1) a legal description of the property acquired under this Project Agreement, (2) a conveyance to the State of Washington of the right to use the described real property forever for outdoor recreation purposes, and (3) a restriction on conversion of use of the land in the manner provided in RCW 43.99.100, whether or not the real property covered by the deed is marine recreation land. RCW 43.99.100 reads as follows:

"Marine recreation land with respect to which money has been expended under RCW 43.99.080 shall not, without the approval of the committee, be converted to uses other than those for which such expenditures were originally approved. The committee shall only approve any such conversion upon conditions which will assure the substitution of other marine recreation land of at least equal fair market value at the time of conversion and of as nearly as feasible equivalent usefulness and location"

16. Provisions Applying Only to Development Projects

The following provisions shall be in force only if the project described in this Agreement is for development of outdoor recreation land or facilities.

(A) Construction Document Approval The Public Agency agrees to submit one copy of all construction plans and specifications to the IAC for review and approval prior to seeking bids on those plans. Review by the IAC will be for compliance with the terms of this Agreement.

(B) Contracts for Construction Contracts for construction shall be awarded through a process of competitive bidding if required by state law. Copies of all bids and contracts awarded shall be submitted to the IAC. Where all bids are substantially in excess of project estimates, the IAC may, by notice in writing, suspend the project for determination of appropriate action, which may include termination of the Agreement.

(C) Construction Contract Change Order Any change orders must be in writing and shall be submitted to the IAC. Any increase in the cost of the project as the result of a change order shall be the sole obligation of the Public Agency. No change order shall be issued by the Public Agency which changes the plans or proposals submitted in, or in connection with, the Public Agency's application for assistance for this project, unless that change has been agreed to by the IAC by written amendment to this Agreement.

(D) Installation Payments Financial assistance provided by this Agreement for development may be remitted to the Public Agency in installments, after receipt of billings, and upon satisfactory evidence of completion of each stage of construction or development. Installment payments shall in no event be made more frequently than monthly.

(E) Nondiscrimination Clause Except where a nondiscrimination clause required by the United States Department of the Interior is used, the Public Agency shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to put in a conspicuous place, available to employees and applicants for employment, notices to be provided by the contracting officer, setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- (3) The contractor will send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the said labor union or workers' representative of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will include the provisions of the foregoing paragraphs in every subcontract exceeding \$10,000, so that such provisions will be binding upon each such subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the IAC or the Director may direct as a means of enforcing such provisions, including sanctions for noncompliance; PROVIDED, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Washington to enter into such litigation to protect its interests."

17. Responsibility for Project

While the IAC undertakes to assist the Public Agency with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the Public Agency. The IAC undertakes no responsibilities to the Public Agency, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as those phases are applicable to this project, is solely that of the Public Agency, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

The Public Agency shall defend at its own cost any and all claims or suits at law or in equity which may be brought against the Public Agency in connection with the project. The Public Agency shall not look to the IAC, or to any of the IAC's employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related in any way to the project, including but not limited to, its design, development, construction, implementation, operation and/or maintenance.

18. Hazardous Substances

(A) The Public Agency shall inspect and investigate the proposed acquisition or development site for the presence of hazardous substances in accordance with RCW 70.105D.040(b).

(B) The Public Agency represents that it has fully disclosed to the IAC the results of its inspection and investigation and all other knowledge the Public Agency has as to the presence of any hazardous substances at the proposed acquisition or development site.

(C) Nothing in this provision alters the project sponsor's duties and liabilities regarding hazardous substances as set forth in chapter 70.105D RCW.

(D) "Hazardous substance" means "hazardous substance" as defined in RCW 70.105D.020(5).

19. Indemnity

The Public Agency agrees to, and shall, defend, protect and hold harmless the IAC and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all cost of defense and attorneys' fees) and any and all loss of any nature from any and all claims or demands or suits at law or equity, arising from the project, including but not limited to, those arising from the Public Agency's acts, or failures to act, which result in any loss of any kind to any third party. Such claims or suits include, but are not limited to:

(A) claims or suits by any person or firm furnishing services in connection with the Public Agency's performance under this Agreement; or

(B) claims or suits by any person or firm who or which may allege injury by the Public Agency or its agents arising from the Public Agency's performance of this Agreement or arising from or related to the project to which a grant is furnished hereunder; or

(C) any claim or suit resulting from the use of any facilities and/or programs assisted by a grant under this Agreement; or

(D) any claim or suit resulting from the presence of, or the release or threatened release of hazardous substances brought by any federal, state or local agency or any individual.

20. Records and Reports

(A) The Public Agency agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Public Agency's contracts, contract administration, and payments, including all direct and indirect charges, and expenditures in the development and implementation of the project.

(B) The Public Agency's records related to this Agreement and the project receiving grant funds hereunder may be inspected by the IAC or the Director, or their designees, or by designees of the State Auditor or by federal officials authorized by law, for the purposes of determining compliance by the Public Agency with the terms of this Agreement, and to determine the appropriate level of funding to be paid under the subject grant.

(C) The records shall be made available by the Public Agency together with suitable space for such inspection at any and all times during the Public Agency's normal working day.

(D) The Public Agency shall retain all records related to this Agreement and the project funded hereunder for a period of at least six (6) years following completion of payment of the grant-in-aid under this Agreement.

(D) The Public Agency shall promptly submit to the Director any report or reports required by the Director.

(F) The Public Agency shall submit a final report when the project is completed, prematurely terminated, or project assistance is terminated. The report shall include a final accounting of all expenditures and a description of the work accomplished. If the project is not completed, the report shall contain an estimate of the percentage of completion, and shall indicate the degree of usefulness of the completed project. The report shall account for all expenditures not previously reported and shall include a summary for the entire project.

21. Acknowledgements

The Public Agency shall include language which acknowledges the funding contribution of the IAC to this project in any release or other publication developed or modified for, or referring to, the project. The Public Agency also shall post signs or other appropriate media at project entrances and other locations on the project which acknowledge the IAC's funding contribution.

22. Independent Contractor Status of Public Agency

The Public Agency and the Public Agency's officers, employees and agents shall perform all obligations under this Agreement as an independent contractor and not in any manner as officers or employees or agents of the IAC. Herein all references to the Public Agency shall include its officers, employees and agents. The IAC shall not withhold or pay taxes or insurance or deductions of any kind.

23. Restriction on Assignment

The Public Agency shall not assign this Agreement, or the performance of any obligations to the IAC under this Agreement, or any claim against the IAC it may have under this Agreement, without the express written consent of the Director.

24. Nondiscrimination

The Public Agency shall comply with all applicable federal and state nondiscrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, religion, national origin, residence, marital status, or handicap (physical, mental, or sensory) be denied the benefits of, or be otherwise subjected to discrimination under, this Agreement or under any project, program, or activity, funded, in whole or in part, under this Agreement. A violation of this provision is a material breach and cause for termination under section 8 above.

25. Conflict of Interest

The Public Agency shall not participate in the performance of any duty in whole or in part pursuant to this Agreement to the extent participation is prohibited by chapter 42.18 RCW, the Executive Conflict of Interest Act, or any other federal, state or local similar conflict act which may apply to the Public Agency. The IAC may, by written notice to the Public Agency, terminate this Agreement if it is found after due notice and examination by the IAC or the Director that there is a violation of the Executive Conflict of Interest Act, chapter 42.18 RCW; Code of Ethics for Public Officers and Employees, chapter 42.22 RCW; or any similar statute or ordinance involving the Public Agency in the procurement of, or performance under, this Agreement.

The existence of facts upon which the IAC or the Director makes any determination under this section may be an issue under, and may be reviewed as is provided in, the disputes section of this Agreement, section 25, upon agreement of the parties.

25. Disputes

When a bona fide dispute arises between the IAC or its Director and the Public Agency which cannot be resolved between those parties, the parties may agree that the disputes process set out in this section shall be used prior to any action being brought in court. Either party may request a disputes hearing hereunder. The request for a disputes hearing must be in writing and clearly state: (a) the disputed issues; (b) the relative positions of the parties regarding those issues as then understood by the requesting party; (c) the Public Agency's name, address, project title, and the IAC's project number. In order for this section to apply to the resolution of any specific dispute or disputes the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues.

The dispute shall be heard by a panel of three persons consisting of one person chosen by the Public Agency, one person chosen by the Director and a third person chosen by the two persons initially appointed. If a third person cannot be agreed upon, the third person shall be chosen by the chairperson of the IAC.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based upon written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that party shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party at the address set out in section 31 below. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

27. Governing Law/Venue

This Agreement shall be governed by the laws of the state of Washington. In the event of a lawsuit involving this Agreement, venue shall be proper only in the Superior Court in and for Thurston County.

28. Severability

If any provision of this Agreement or any provision of any law, rule or document incorporated by reference into this Agreement, shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which legally can be given effect without the invalid provision. To this end the provisions of this Agreement are declared to be severable.

29. OSHA/WISHA

The Public Agency represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Public Agency's performance under this Agreement. The Public Agency further agrees to indemnify and hold harmless the IAC and its employees and agents from all liability, damages and costs of any nature, including but not limited to costs of suits and attorneys' fees assessed against the IAC, as a result of the failure of the Public Agency to so comply.

30. Headings Not Controlling

Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

31. Notices

(A) All written communications which are to be given to the Public Agency under this Agreement will be addressed and delivered to:

Name: Daniel W. Fox
Title: Superintendent
Mailing Address: Orcas Island School District #137
P.O. Box 167
Eastsound, Washington 98245

(B) All written communications which are to be given to the IAC under this Agreement will be address and delivered to the IAC, 4800 Capitol Boulevard, P.O. Box 40917, Tumwater, Washington 98504-0917.

(C) The above shall be effective until receipt by one party from the other of a written notice of any change.

32. Additional Provisions or Modifications of Standard Provisions

The West-half (1/2) of the Northwest quarter (1/4) of the Northwest quarter (1/4), Section 13, Township 37 North Range 2 West, W.M.

EXCEPT the North 330 feet of the West 330 feet (heretofore dedicated to Cemetery purposes) and

EXCEPT County Road No. 56 (Mt. Baker Highway).

Situate in San Juan County, Washington.

33. Entire Agreement

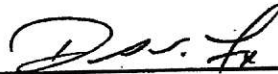
This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. Commitments, warranties, representations and understandings or agreements not contained, or referred to, in this Agreement or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective without the written consent of both parties.

STATE OF WASHINGTON INTERAGENCY
COMMITTEE FOR OUTDOOR RECREATION

BY: 
Acting Director

Date: April 16, 1992

PUBLIC AGENCY

BY: 

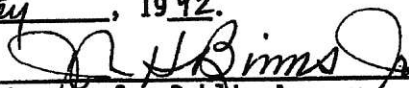
Title: Superintendent OISD#137

Date: May 12, 1992

Approved as to form this 5th day
of January, 1991.

By: /s/
SHANNON E. SMITH
Assistant Attorney General
Attorney for IAC

Approved as to form this 7th day
of May, 1992.

By: 
Attorney for Public Agency

DRAFT

**Resolution No. _____
ORCAS ISLAND SCHOOL DISTRICT #137**

**A RESOLUTION REGARDING THE INTERGOVERNMENTAL
TRANSFER OF BUCK PARK FROM OISD TO THE ORCAS
ISLAND PARK AND RECREATION DISTRICT**

WHEREAS, the Orcas Island School District (OISD) owns Buck Park, located at 673 Mount Baker Road, and seeks to transfer title, financial obligations, day-to-day operations and management of the park to the Orcas Island Park and Recreation District (OIPRD); and

WHEREAS, OIPRD, a duly formed Park and Recreation District under the laws of the State of Washington, was established for the purposes of furthering recreation and outdoor opportunities for the people of Orcas Island; and

WHEREAS, OISD has historically paid for the costs of maintenance and operations of Buck Park but it is no longer feasible for OISD to bear those expenses; and

WHEREAS, if title to Buck Park is transferred to OIPRD, OIPRD plans to repair, maintain and enhance Buck Park for the benefit of the public for outdoor recreational use, and OISD will retain continued priority use of the fields and facilities for school-based activities; and

WHEREAS, the boards of both organizations have discussed the value of the exchange of services and upkeep related to Buck Park, and agree it is in the best interests of both organizations, and the citizens of Orcas Island, to transfer ownership and maintenance responsibilities from OISD to OIPRD; and

WHEREAS, pursuant to RCW 39.33.020, OISD held a duly noticed public hearing for the purpose of public comment on the proposed transfer of Buck Park from OISD to OIPRD on May 23, 2013 at 5:30 p.m. during the Regular Meeting of the School Board.

NOW THEREFORE BE IT RESOLVED, in accordance with the above recitals and RCWs 39.33.010, 39.33.020, 39.33.060 and 39.33.101:

Section 1. The Board of Trustees for the Orcas Island School District approves the transfer of ownership of Buck Park from OISD to OIPRD. Such transfer shall be made by quitclaim deed and is subject to the Deed of Right to Use Land for Public Recreation Purposes, AFN 92182496; applicable recorded easements; and the property's original dedication for park use, as substantially set forth in Attachment A. Superintendent Barbara Klein is hereby authorized to execute the quitclaim deed on behalf of the Board.

Section 2. The Board finds that it will receive full value for this intergovernmental transfer of property in light of OIDS's continued priority use of Buck Park and the benefit that OISD will receive from OIPRD's maintenance and repair of Buck Park, and other costs and services provided by OIPRD to OISD for the park.

ADOPTED this 23rd day of May, 2013.

[INSERT SCHOOL DISTRICT'S SIGNATURE BLOCK]

SAMPLE DRAFT

Notification of a public hearing on the proposed transfer of Buck Park from Orcas Island School District to the Orcas Island park and Recreation District

(OISD must post notice in the Sounder legal notices—one time—with publication to be at least 10 days prior to the School Board Meeting on May 23.)

The Board of the Orcas Island School District (OISD) will hold a public hearing on the proposed transfer of ownership of Buck Park, 105 Mount Baker Road, from OISD to the Orcas Island Park and Recreation District (OIPRD) at 5:30PM on Thursday May 23 during the Regular Meeting of the School Board to be held at the Orcas Island Public School. The public is invited to attend and give comment.

New Business Agenda Suggestion

Idea: Draft a "Current Board Philosophy Statement"

Recommendation: form a Committee to draft it for consideration in June meeting.

Rationale: Because we are basically a start-up in the first full year funding and this is our first year with staff, the development of "policy" is probably premature.

However, the current and initial board has been together for 4 years and has evolved a set of operating principles that could be called an operating "philosophy". Given the Board members may change with the next election it may be wise to "capture" what we have learned so far in a statement of common purpose.

For Instance:

1. **Managing Finances:** Cash flow management such that we internally depreciate hard assets and "save" toward future repairs and at no point drop below 6 months of monthly operating capital on hand.
2. **Type of programs** we offer: non-compete with other local providers, able to sustain themselves, diverse age offerings, supportive of options for kids, especially for kids not served by the traditional school-based athletic activities. We have a strong working relationship with OISD.
3. **Active net-** to encourage greater efficiencies for all through free online registration and payment options for most activities.
4. **Management of Buck Park:** maintain as closely to original manual as possible; repair, maintain and provide on-going care for the fields and facilities.
5. **Assume the role of coordinator for all**—to assist and encourage volunteerism, provide background checks and insurance, promote programs, and increase program coordination toward the goal of offering a variety of options to the recreating public.
6. **Legal Support:** to use municipal attorney representation, as needed, to assure all legal documents related to the start-up and acquisition phase of OIPRD are of a consistent quality aligned with prudent use of funds and the protection of the public's assets into the future.