

Orcas Island Park and Recreation District Commission
Regular Meeting Agenda
Thursday, April 9th, 2026; 1:00 PM
45 Lavender Lane (main conference room)
Eastsound, WA 98245

Meeting Link:

<https://us02web.zoom.us/j/84576141730?pwd=cyiP6ZkdziXVzKuEcFNNPDLarzoObS.1>

By Phone: (253) 205-0468

Meeting ID: 845 7614 1730

Passcode: 744585

I. CALL TO ORDER

- Seat 1: Dennis Dahl
- Seat 2: Bob Eagan
- Seat 3: Asya Eberle
- Seat 4: Woody Ciskowski
- Seat 5: Deborah Jones

II. PUBLIC COMMENT

III. MONTHLY BUSINESS

- 1. Employee Payroll
 - 03/31/2026 \$36,862.45
- 2. Payment of Claims
 - 03/17/2026 \$6,022.76
- 3. Previous Minutes
 - March 12th, 2026 Regular

IV. MONTHLY REPORTS

- 1. Director's Report
- 2. Program Report
- 3. Committees

V. UNFINISHED BUSINESS

- 1. Orcas Island School District
 - a. Facility Use Agreement
 - b. Shared Use of Well Agreement
 - c. Drainage
- 2. SJC Landbank Boundary Line Modification
- 3. Buck Park Maintenance Contract update
- 4. 2026 Levy Planning
- 5. Capital Improvement – Bathroom Feasibility

6. Policy Review
7. Staff Reviews
 - a. Executive Session – Employee Annual Review

VI. NEW BUSINESS

VII. PUBLIC COMMENT

VIII. ADJOURNMENT - Next Meeting – May 14th, 1:00 p.m. Regular Meeting



JUNIOR TAXING DISTRICT CLAIMS PAYMENT REQUEST FORM

Junior taxing districts (JTD) must complete this form to request claims payments for all accounts payable and payroll disbursements.

NOTE: It is the district's responsibility to maintain adequate records to substantiate claims.

Submit completed form to San Juan County Payroll Deputy by 10:00 A.M. on Tuesday morning.

Date of request: 03/17/2026

District name: Orcas Island Park and Recreation

Requestor name: Kim Ihlenfeldt

Requestor phone & email address: 360-298-4465, kim@oiprd.org

Total amount: \$34,473.67

BARS code: 6501 .00.589.40.00.0000

Request type: Payroll EFT

Description of claim(s):

AP - 6501


Last four digits of bank account (EFT's ONLY): *4094

Warrant delivery: EFT (Not Applicable)

Auditing Officer Certification:

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described.

Auditing Officer or Commissioner Signature(s) for Approval of Claims:

Name and title Kim Ihlenfeldt
Signature and date 03/10/2026 

Name and title
Signature and date

Name and title
Signature and date

Name and title
Signature and date

Name and title
Signature and date

Name and title
Signature and date

Orcas Island Park and Recreation District

Total Cost

From Feb 01, 2026 - Feb 28, 2026

Item	Amount
Total pay	
Paycheck wages	\$ 28,228.99
Non-paycheck wages	\$ 0.00
Reimbursements	\$ 0.00
Subtotal	\$ 28,228.99
Company contributions	
- PERS Employer	\$ 1,074.53
Dental	\$ 133.17
Medical	\$ 2,148.48
Vision	\$ 23.52
Subtotal	\$ 3,379.70
Employer taxes	
Social Security Employer	\$ 1,750.21
Medicare Employer	\$ 409.31
FUTA Employer	\$ 72.19
WA SUI Employer	\$ 66.73
WA Employment Administrative Fund	\$ 8.36
WA Paid Family and Medical Leave ER	\$ 91.18
WA Workers' Compensation Tax Employer	\$ 467.00
Subtotal	\$ 2,864.98
Total payroll cost	\$ 34,473.67



JUNIOR TAXING DISTRICT CLAIMS PAYMENT REQUEST FORM

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Date of request: 03/17/2026

District name: Orcas Island Park and Recreation

Requestor name: Kim Ihlenfeldt

Requestor phone & email address: 360-298-4465, kim@oiprd.org

Total amount: \$6,022.76

BARS code: 6501 .00.589.40.00.0000

Request type: Accounts Payable EFT

Description of claim(s):

AP - 6501


Last four digits of bank account (EFT's ONLY): *4115

Warrant delivery: EFT (Not Applicable)

Auditing Officer Certification:

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described.

Auditing Officer or Commissioner Signature(s) for Approval of Claims:

Name and title Kim Ihlenfeldt
Signature and date 03/17/2026 

Name and title
Signature and date

Name and title
Signature and date

Name and title
Signature and date

Name and title
Signature and date

Name and title
Signature and date

OIPRD Accounts Payable 03/17/2026

Vendor	Amount	Category
Banner Bank	\$3,134.09	Various
EWUA	\$62.81	Water
Sea Island	\$192.49	Park Supplies
San Juan Sanitation	\$336.02	Trash
Oddfellows	\$950.00	Rental
Island Hardware	\$97.35	Park Supplies
OCS	\$1,250.00	Rental

\$6,022.76

Orcas Island Park and Recreation District Commission
Regular Meeting Minutes
Thursday, March 12th, 2026; 1:00 PM
45 Lavender Lane (main conference room)
Eastsound, WA 98245

I. CALL TO ORDER

- Seat 1: Dennis Dahl
Seat 2: Bob Eagan
Seat 3: Asya Eberle
Seat 4: Woody Ciskowski (arrived at 1:16pm)
Seat 5: Deborah Jones (arrived at 1:10pm)

Meeting called to order by Asya at 1:09pm.

II. PUBLIC COMMENT

Barb- Thank you for indoor drop-in Pickleball

Deb- The baseball team has been taking the tarps on and off the fields each day which has been difficult for the players. This decision has been pushed by the coaches.

III. MONTHLY BUSINESS

1. Employee Payroll
- 02/28/2026 \$34,473.67

Motion to approve employee payroll by Dennis, second by Bob. With no further discussion the motion passed unanimously.

2. Payment of Claims
- 02/17/2026 \$1,826.70
 - 02/24/2026 \$5,841.04
 - 03/03/2026 \$5,720.36

Motion to approve the modification to the payment of claims by Dennis, second by Bob. With no further discussion the motion passed unanimously.

3. Previous Minutes
- February 12th, 2026 Regular

Motion to approve previous minutes by Bob, second by Dennis. With no further discussion the motion passed unanimously.

IV. MONTHLY REPORTS

1. Director's Report
 - a) EWUA Lease of Water Rights - Executed by both parties
 - b) Racquet courts to be cleaned in April or May
 - c) Grant options discussed - but we do not have the budget for significant matching
 - d) Updating our mailing address with Washington Department of Revenue from the County PO box to our PO box
 - e) Starting to work on the annual Washington State Report
2. Program Report
 - a) Spring sports programs are launching within the next couple of weeks. New dance session, cooking club, soccer, etc
 - b) Jessie will be attending Risk Management Leadership Academy for the next couple of months
3. Committees

V. UNFINISHED BUSINESS

1. Orcas Island School District
 - a. Facility Use Agreement
 - i. Bob and Kim talked with the school. There is no possibility for OIPRD to sublet out and charge out for other people to use facilities, each group needs their own agreement with the school.
 - b. Shared Use of Well Agreement
 - i. OIPRD paid an invoice to EWUA for the last 10 years and we were looking for them to pay a portion of it.
 - c. Drainage
2. SJC Landbank Boundary Line Modification
 - a. Waiting on update of the assessment from the county
3. Buck Park Maintenance Contract
 - a. Up in June, will be advertising later this month
 - b. Board can submit suggestions for updates or changes
 - i. Court cleaning, parking lot, storm clean up, drainage maintenance and sand volleyball could be added

Motion to authorize Kim to advertise updated contract by Bob, second by Woody. With no further discussion the motion passed unanimously.

4. 2026 Levy Planning
 - a. Kim will be reaching out to core groups to discuss thoughts on the levy. The board will join into small groups to talk with the various stakeholders in the community.
5. Bob is interested in starting the design process for the restrooms. Asya agrees that it would be helpful to have a proposal to share with the public.

VI. NEW BUSINESS

1. Policy Review
 - a. Kim sent out draft policy changes a couple of weeks ago about the use of personal devices for the board to review. We will defer it to April for board to review further and discuss more.
2. Staff Reviews – postpone to April 9th
 - a. The board will review for Kim and plan to discuss in April.

VII. PUBLIC COMMENT

Barb confirmed timeline for court cleaning and fence construction.

VIII. ADJOURNMENT - Next Meeting – April 9th, 1:00 p.m. Regular Meeting

Meeting adjourned at 2:18pm by Deborah.

FUND: 6501.00 ORCAS ISLAND PARK AND REC DISTRICT

Account No	Account Description	Amount	Total Amount	Beginning Balance	Ending Balance
101	BEGINNING CASH BALANCE			307,611.46	
310	TAXES	36,692.87			
330	INTERGOVERNMENTAL REVENUE	9.74			
340	CHARGES FOR GOODS AND SERVICES				
360	MISCELLANEOUS REVENUES				
380	NONREVENUES	14,040.75			
	TOTAL RECEIPTS		50,743.36		
570	CULTURE AND RECREATION				
580	NONEXPENDITURES	46,216.79			
590	DEBT SERVICE AND OTHER				
	TOTAL DISBURSEMENTS		46,216.79		
101	ENDING CASH BALANCE				312,138.03
				GL ENDING CASH BALANCE	312,138.03
				NET VARIANCE	0.00
241	PRIOR BONDS OUTSTANDING (BEGINNING BALANCE)			0.00	
	BONDS PAID	0.00			
	BONDS ISSUED	0.00			
	NET CHANGE		0.00		
241	BONDS OUTSTANDING (ENDING BALANCE)				0.00
151	BEGINNING INVESTMENT BALANCE			0.00	
	INVESTMENTS ACQUIRED	0.00			
	INVESTMENTS LIQUIDATED	0.00			
151	ENDING INVESTMENT BALANCE				0.00

04/07/2026 3:25PM

Periods: 3 through 3

San Juan County

03/01/2026 through 03/31/2026

6501 Orcas Island Park and Rec District
 00 Orcas Island Park and Rec District

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
308.31.00.0000 Beginning Net Cash and Investments	0.00	0.00	0.00	0.00	0.00
311.10.00.0000 General Property Taxes	0.00	0.00	27,327.25	-27,327.25	0.00
3/2/2026 gl tax rec GJ 69645		2,358.80			
3/3/2026 gl tax rec GJ 69659		754.32			
3/4/2026 gl tax rec GJ 69664		1,291.97			
3/5/2026 gl tax rec GJ 69670		254.80			
3/9/2026 gl tax rec GJ 69672		2,376.83			
3/10/2026 gl tax rec GJ 69674		933.08			
3/11/2026 gl tax rec GJ 69739		960.88			
3/12/2026 gl tax rec GJ 69700		2,518.69			
3/16/2026 gl tax rec GJ 69701		4,766.40			
3/17/2026 gl tax rec GJ 69703		870.16			
3/18/2026 gl tax rec GJ 69718		5,183.74			
3/19/2026 gl tax rec GJ 69732		4,224.83			
3/23/2026 gl tax rec GJ 69738		1,701.99			
3/24/2026 gl tax rec GJ 69740		701.35			
3/25/2026 gl tax rec GJ 69750		4,239.33			
3/26/2026 gl tax rec GJ 69752		935.98			
3/29/2026 gl tax rec GJ 69773		-65.13			
3/30/2026 gl tax rec GJ 69756		2,073.66			
3/31/2026 gl tax rec GJ 69771		611.19			
311.10.00.0000 General Property Taxes	0.00	36,692.87	64,020.12	-64,020.12	0.00
336.02.31.0000 DNR PILT NAP/NRCA	0.00	0.00	0.00	0.00	0.00
337.20.00.0000 Leasehold Tax - Orcas Island Park & Rec	0.00	0.00	64.59	-64.59	0.00
3/31/2026 gl cr GJ Trx 109989		9.74			
337.20.00.0000 Leasehold Tax - Orcas Island Park & Rec	0.00	9.74	74.33	-74.33	0.00
337.40.00.0000 Timber Harvest Tax	0.00	0.00	0.00	0.00	0.00
347.60.00.0000 Activity Fees	0.00	0.00	0.00	0.00	0.00
361.40.00.0000 Other Interest	0.00	0.00	0.00	0.00	0.00

04/07/2026 3:25PM

Periods: 3 through 3

San Juan County

03/01/2026 through 03/31/2026

6501 Orcas Island Park and Rec District
 00 Orcas Island Park and Rec District

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
362.40.00.0000 Rental Revenue	0.00	0.00	0.00	0.00	0.00
367.00.00.0010 Donations - Unrestricted	0.00	0.00	0.00	0.00	0.00
367.00.00.0020 Donations - Team/Corporate Sponsorship	0.00	0.00	0.00	0.00	0.00
367.00.00.0100 Donations - Restricted	0.00	0.00	0.00	0.00	0.00
369.91.00.0001 Buck Park Reimbursements	0.00	0.00	0.00	0.00	0.00
389.30.00.0000 Custodial Type Collections	0.00	0.00	26,832.61	-26,832.61	0.00
3/5/2026 gl cr GJ Trx 109652		50.00			
3/5/2026 gl cr GJ Trx 109653		2,289.91			
3/12/2026 gl cr GJ Trx 109741		237.03			
3/30/2026 gl cr GJ Trx 109968		739.00			
3/30/2026 gl cr GJ Trx 109969		3,712.43			
3/30/2026 gl cr GJ Trx 109970		7,012.38			
389.30.00.0000 Custodial Type Collections	0.00	14,040.75	40,873.36	-40,873.36	0.00
389.40.00.0000 Custodial Type Deposits	0.00	0.00	0.00	0.00	0.00

Revenue Detail Report

Periods: 3 through 3

San Juan County
03/01/2026 through 03/31/2026

6501	Orcas Island Park and Rec District						
Total	Orcas Island Park and Rec District	0.00	50,743.36	104,967.81	-104,967.81	0.00	

INTERLOCAL AGREEMENT
BETWEEN THE ORCAS ISLAND SCHOOL DISTRICT AND
THE ORCAS ISLAND PARK AND RECREATION DISTRICT
FOR USE OF SCHOOL DISTRICT FACILITIES
2026 and 2027

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 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 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 for two (2) years, unless extended by mutual agreement of the Parties or unless sooner terminated or superseded, pursuant to the terms of this Agreement.

Within the time frame outlined in SEC 2 Term; Review Period, Paragraph 1, 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 governing body.

SECTION 3. Use of School District Facilities.

- A. Facilities. 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 included 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. Activities. 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 such as baseball, soccer, basketball, volleyball, and other related or similar activities (collectively “Recreational Activities”).
- C. Concessions. 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. Use of the Facilities by Public. 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. See **Exhibit B**

SECTION 4. Scheduling.

- A. Block Scheduling. 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 of 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, the OIPRD will accommodate the School District’s event, and re-schedule OIPRD’s event. The School District must use best efforts to notify immediately the OIPRD Scheduling Coordinator of any make-up games that meet this scheduling constraint and must make a best effort to pick a non-conflicting date for the make-up game if it is feasible. OISD reserves the right

to cancel any and all activities in its Facilities at its discretion when circumstances warrant; and will notify OIPRD immediately of such.

- C. Scheduling Coordinators. OIPRD agrees to work with the School District's designated scheduling coordinators. One of the School District's Scheduling Coordinators will communicate to OIPRD the Approved Schedule in writing by the dates set forth Section 4(A), to OIPRD's Scheduling Coordinator.
- D. Google Calendar Use. The School District agrees the OIPRD may use the School District's shared Google Calendar to post the agreed upon Approved Schedule for access by the public online. OIPRD will post the Approved Schedule on the Google Calendar within 10 days of receiving the district's schedule. Once the Approved Schedule has been posted, changes may be made by either party as circumstances dictate and in agreement with both parties. Both parties agree to communicate either by phone or email when changes to the schedule occur.
- E. OIPRD's Scheduled Activities.
OIPRD may use the open times on the Approved Schedule to schedule after school OIPRD's activities and post them to Google Calendar, at its discretion as long as there are no conflicts with the School District schedule.

SECTION 5. OIPRD Obligations

- A. Payments to the School District
 - i. Annual payment. OIPRD shall pay to the School District, on or before **October 1** of each calendar year, \$4,000.00 (four thousand dollars) for each year during the term of this 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 prorated for that year, and any remaining payment for the year will be returned to OIPRD.
 - ii. Utilities; Maintenance Costs. 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.
- B. Other OIPRD Obligations.
 - i. Damage to the Facilities. OIPRD will be responsible for damage to the Facilities by 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 wear and tear that occurs during the normal course of recreational activities at the Facilities.
 - ii. Equipment. 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 OISD Policies and Procedures and WA State law.

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. Use of School District Facilities. 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. Clean up and Trash. 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. Budgetary obligations. Each party shall be responsible for preparing its own budget, including costs pursuant to this Agreement.

SECTION 8. Separate Entity; Independent Contractor. 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, volunteers or agents.
- B. OIPRD hereby certifies that it is insured through Enduris risk pool and maintenance 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 attorney fees and disbursements) caused by or occurring by reason of any violations 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 the 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/or omission of its elected officials, officers, agents, volunteers or employees, arising 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 School District or OIPRD, this is not caused by OIPRD's use of the Facilities under the 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 notwithstanding the full payment of all obligations under the above referenced lease/purchase agreements, or the termination of 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 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 fees 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 attorney's 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 attorney 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 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. Voluntary. Either party may terminate this Agreement for any cause by giving 90 (ninety) calendar days written notice to the other party.

B. For Cause. Either party may terminate this Agreement with cause by giving 30 (thirty) calendar days prior written notice to any other party.

- (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. **Scheduled Activities.** 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 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. **Return of Property.** 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. Modification. 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 contracts 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 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. Integrated Agreement. 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 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 conform to such statutory provision.

SECTION 20. Notices. 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:
Kim Ihlenfeldt, Director, OIPRD
P.O. Box 575
Eastsound, WA 98245
ph. (360) 376-7275
kim@oiprd.org

For SCHOOL DISTRICT:
Eric Webb, Superintendent, OISD
557 School Road
Eastsound, WA 98245
ph. (360) 376-2284
ewebb@oisd.org

NOW THEREFORE in consideration of the foregoing terms and conditions set forth in pages one through nine, 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

Eric Webb
Superintendent, Orcas Island School District

Date

ORCAS ISLAND PARK AND
RECREATION DISTRICT

Kim Ihlenfeldt
Director, Orcas Island Park and Recreation District

Date

EXHIBIT A
FACILITIES LIST

1. Band/Music Room (Multipurpose room) without instruments
2. Culinary Arts Room
3. High School Art Room
4. High School Gym (w/equipment)
5. Old Gym Stage
6. Old Gym w/bathrooms and equipment
7. School playing fields w/goals or backstops
8. Track
9. Exterior restrooms behind OIHS and OIMS

EXHIBIT B
FACILITIES SCHEDULING LIST
(for after-school activities)

1. Band/Music Room (Multipurpose room) without instruments
2. Culinary Arts Room
3. High School Art Room
4. High School Gym (w/equipment)
5. Old Gym Stage
6. Old Gym w/bathrooms and equipment
7. School playing fields w/ goals or backstops
8. Track
9. Exterior restrooms behind OIHS and OIMS

OIPRD will not use the new track field during the Fall (Middle school/High school soccer season) to preserve the field for varsity soccer matches. Further, the field will rest from the end of the school soccer season through February. OIPRD use of the field will be limited and only during the spring and summer months. OIPRD will cease use based on the schools direction/discretion and condition of the field. There will also be a resting period for the field between OIPRD summer use and the beginning of the High school soccer season.