

**Facilities Use Interlocal Agreement  
for the North Kitsap Regional Events Center Phases I and II  
for North Kitsap Stadium and Strawberry Field Modernization**

This Interlocal Agreement ("Agreement") is entered into as of JUN 11, 2007, among the North Kitsap School District ("NKSD"), a school district duly organized and existing under the laws of the State of Washington and the Kitsap Public Facilities District ("PFD"), a municipal organization duly organized and existing under the laws of the State of Washington, Kitsap County ("the County"), a municipal corporation organized and operating pursuant to the Constitution and laws of the State of Washington, and the City of Poulsbo ("City"), a Washington city duly organized and existing under the laws of the State of Washington.

**RECITALS**

WHEREAS, the Kitsap County Commissioners established the PFD pursuant to Chapter 36.100 RCW to perform any function or combination of functions authorized by that chapter; and

WHEREAS, the PFD is authorized by RCW 36.100.030 to acquire, construct, own, remodel, maintain, equip, re-equip, repair, and operate "regional centers" as defined in RCW 35.57.020 with both public and private funds; and

WHEREAS, the NKSD and the PFD entered into that certain Interlocal Agreement Regarding Funding, Development, and Operation of the North Kitsap Regional Events Center as of December 11, 2003; whereby the parties agreed that the North Kitsap Regional Events Center would be acquired, constructed, installed, improved, maintained, and operated as both a school district educational facility within the meaning of RCW 28A.335.100, 28A.320.010, .015, and .035 and a "special events" center within the meaning of RCW 36.100.030(1), and RCW 35.57.020(1); and

WHEREAS, the NKSD and the PFD expressly contemplated in Section 2.02 of the Interlocal Agreement that additional development and construction of the North Kitsap Regional Events Center might be financed by those parties and additional private or public participants; and

WHEREAS, the City is authorized by RCW 35.57.020 to acquire, construct, own, remodel, maintain, equip, re-equip, repair, and operate "regional centers"; and

WHEREAS, RCW 39.34.030 authorizes the NKSD, the PFD, the County, and the City to enter into an interlocal agreement to undertake jointly actions that each could take on its own; and

WHEREAS, the NKSD, the PFD, the County, and the City entered into that certain Interlocal Agreement Regarding Funding for Master Planning and Conceptual Site Plan Services for North Kitsap Regional Events Center as of November 7, 2005; and

WHEREAS, the North Kitsap Stadium and the Strawberry Field, both components of the North Kitsap Regional Events Center, are owned by the NKSD and are primarily and regularly used for school district purposes; and

WHEREAS, the NKSD, the PFD, the County, and the City have committed to contribution of funds for the development of the North Kitsap Stadium and Strawberry Field, as outlined in the Interlocal Agreement for Project Funding for the North Kitsap Regional Events Center Phase I, North

Kitsap Stadium and Strawberry Field Modernization dated \_\_\_\_\_, 2007 so that it can be used for school district and public purposes; and

WHEREAS the NKSD, the PFD, the County, and the City desire to enter into an agreement defining and assuring the circumstances under which the public will have access to the North Kitsap Stadium field and Strawberry Field;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

## A G R E E M E N T

1. **Scope.**

The parties agree that the use, scheduling of use, and priority of use of the North Kitsap Stadium and Strawberry Field for school district purposes and other public use shall be determined in accordance with the North Kitsap School District Board of Directors Policy 4260 Use of School Facilities and Use of Facilities Procedure 4260P (Exhibit 1) and Use of North Kitsap Stadium and Strawberry Field Facilities Procedure 4260P-Enhanced (Exhibit 2), associated use calendar, 2006-07 (Exhibit 3) and stadium fee schedule 2006-07 (Exhibit 4.) In the case of contradictions between 4260/4260P and 4260P-Enhanced, this Interlocal Agreement and associated Exhibits 3 and 4 shall prevail.

2. **User Fees.**

User fees will be charged to community and public users of the North Kitsap Stadium and Strawberry Field in an amount sufficient to cover the cost and expense of such additional operation and maintenance costs associated with the use of such facilities by community and public users, and as approved by the NKSD Board of Directors on an annual basis. The purpose of this provision is to insure that the NKSD bears the expense of the use of the North Kitsap Stadium and Strawberry Field for school district purposes and that other expenses be borne by non-school district users. These fees may be modified in accord with the provisions of Exhibit 2 without the necessity of amending this Agreement.

3. **Interlocal Agreement Unaffected.**

The parties agree that the certain Interlocal Agreement Regarding Funding, Development, and Operation of the North Kitsap Regional Center entered into as of December 11, 2003, between the NKSD and the PFD is not modified or affected by this Agreement.

4. **Hold Harmless and Indemnity Agreement.**

Each party (the "Indemnitor") agrees to defend, indemnify and hold harmless each other (the "Indemnitees"), their board or counsel members, officers, agents and employees, from and against all loss or expense including, but not limited to, judgments, settlements, attorneys' fees and costs by reason of any and all claims for damages, penalties or other relief based upon the Indemnitor's alleged negligence, or wrongful conduct, except for the injuries, penalties and damages caused by the sole negligence or wrongful conduct of the Indemnitor. Such claims for damages or other relief include, but are not limited to those for personal or bodily injury including death for such injury, property damage, torts, defamation and penalties imposed by any agency of the state or federal government for failure to comply with applicable law in the performance of this Agreement. If the claim, suit or action involves concurrent negligence of the parties, the indemnity provisions provided herein shall be applicable only to the extent of the percentage of each party's negligence. It is further and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under Industrial Insurance Title 51 RCW, solely for the purposes of this indemnification. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Agreement.

5. **Insurance.**

Each party shall be responsible for obtaining its own insurance.

6. **Nondiscrimination.**

The parties to this Agreement declare that they are committed to the principle of equal opportunity consistent with applicable laws.

7. **Audits and Inspections.**

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by each of the parties during the term of the Agreement and for three years after termination.

8. **Administrator.**

This Agreement does not establish or create a separate legal entity or a joint board. Except as provided in this Agreement, the NKSD continues to act as the administrator (within the meaning of RCW 39:34.030(4)) of the cooperative undertaking for the provision and operation of the North Kitsap Regional Events Center Phase I and II facilities.

9. **Filing of Agreement.**

The PFD will, pursuant to RCW 39.34.040, cause this Agreement to be filed with the Kitsap County Auditor immediately upon the full execution hereof by the parties.

10. **Available Remedies.**

The parties have the right to exercise any and all of the following remedies, singly or in combination, in the event that a party violates any material provision of this Agreement.

- a. Commence an action for equitable or other relief, including injunctive relief, or
- b. Seek a writ of mandamus to compel performance, or
- c. Commence an action seeking specific performance of any provision that reasonably lends itself to such remedy.

11. **Procedure.**

Before exercising any of the available remedies the party alleging a breach ("Party") shall follow the procedure below.

- a. **Notice of Violation.** In the event that the Party believes that the other party has not complied with the terms of this Agreement and is a defaulting party ("Defaulting Party"), the Party shall notify the Defaulting Party in writing, by certified mail, of the nature of the alleged non-compliance.
- b. **The Defaulting Party's Right to Cure or Respond.** The Defaulting Party shall have ten (10) days from the receipt of notice described above, to (a) respond to the Party, or (b) to cure such default or, in the event that by nature of the default such default cannot be cured with the

ten (10) day period, initiate steps to remedy such default as promptly as possible. The duty to cure includes the duty to cure all harms caused by the acts or omissions of the Defaulting Party. At the end of the ten (10) day period, the Defaulting Party shall notify the Party, in writing, of the steps it has taken to cure the default, if any; if the cure is not complete, the reason it is not complete and the projected date for completion; and if the default is disputed, the complete basis for that contention.

- c. If the Party determines that the Defaulting Party did not cure or initiate steps to cure to the Party's satisfaction, after the notice required herein was provided, then the Party may exercise its available remedies.

12. **Supplemental Documents.**

The parties agree to complete and execute all supplemental documents necessary or appropriate to implement fully the terms of this Agreement.

13. **Governing Law Venue.**

This Agreement is governed by and shall be construed in accordance with the substantive laws of the State of Washington and shall be liberally construed so as to carry out the purposes hereof. Except as otherwise required by applicable law, any action under this Agreement shall be brought in the Superior Court of the State of Washington in and for Kitsap County.

14. **Notices.**

All notices and other written communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered, or at the time of mailing if mailed by first class, postage pre-paid and addressed to the party at its address as stated below or at such address as any party may designate at any time in writing.

To PFD:                      Linda Berry-Maraist, Chair  
                                    Kitsap Public Facilities District  
                                    9657 Levin Road NW, Suite 260  
                                    Silverdale, WA 98383  
                                    and  
                                    Anne S. Blair, Administrator  
                                    Kitsap Public Facilities District  
                                    9657 Levin Road NW, Suite 260  
                                    Silverdale, WA 98383

To County: Chris Endresen, Chair  
Kitsap County Board of Commissioners  
Kitsap County  
614 Division Street, MS 7  
Port Orchard, WA 98366  
and  
Nancy Buonanno Grennan, Administrator  
Kitsap County  
614 Division Street, MS 7  
Port Orchard, WA 98366

To NKSD: Eugene J. Medina, Superintendent  
North Kitsap School District  
18360 Caldart Avenue NE  
Poulsbo, WA 98370  
and  
Robin Shoemaker, Director, Capital Programs  
North Kitsap School District  
18360 Caldart Avenue NE  
Poulsbo, WA 98370

To City: The Honorable Kathryn Quade  
Mayor, City of Poulsbo  
19050 Jensen Way NE  
Poulsbo, WA 98370  
and  
Mary McCluskey, Director  
Poulsbo Parks Department  
19050 Jensen Way NE  
Poulsbo, WA 98370

19. **Severability.**

It is the intent of the parties that if any provision of this Agreement or its application is held by a court of competent jurisdiction to be illegal, invalid or void, the validity of the remaining provisions of this Agreement or its application to other entities, or circumstances shall not be affected. The remaining provisions shall continue in full force and effect. The rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular invalid provision. However, if the invalid provision or its application is found by a court of competent jurisdiction to be substantive and to render performance of the remaining provisions unworkable and non-feasible, and is found to seriously affect the consideration and/or is inseparably connected to the remainder of this Agreement, then the entire Agreement shall be null and void.

20. **Modification.**

This Agreement represents the entire agreement between the parties. This Agreement may be amended at any time by written agreement of the duly authorized representative of all parties. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on any of the parties

unless executed in writing by authorized representatives of each of the parties. This Agreement shall not be modified, supplemented, or otherwise affected by the course of dealings between the parties.

21. **Benefits.**

This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

22. **Assignment.**

The rights granted by this Agreement may not be assigned without the written consent of all the parties hereto.

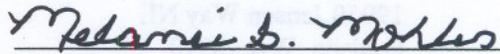
23. **Complete Agreement.**

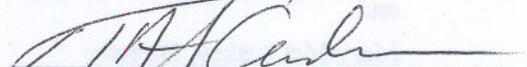
This Agreement represents the entire agreement between the parties hereto concerning the subject matter hereof. This Agreement may not be amended except as provided herein.

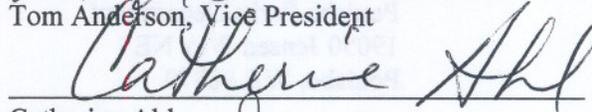
24. **Execution in Counterparts.**

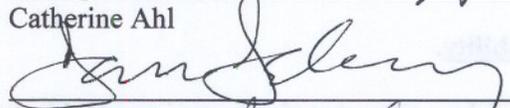
This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

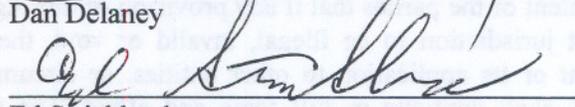
NORTH KITSAP SCHOOL DISTRICT BOARD OF DIRECTORS

  
\_\_\_\_\_  
Melanie Mohler, President

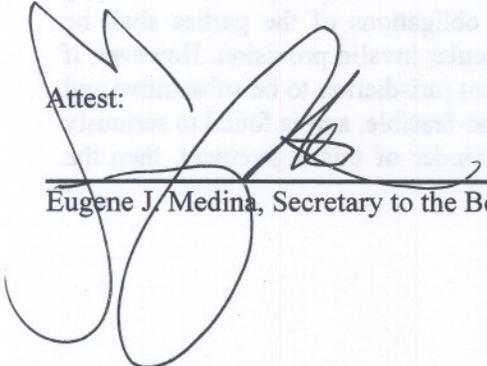
  
\_\_\_\_\_  
Tom Anderson, Vice President

  
\_\_\_\_\_  
Catherine Ahl

  
\_\_\_\_\_  
Dan Delaney

  
\_\_\_\_\_  
Ed Strickland

Attest:

  
\_\_\_\_\_  
Eugene J. Medina, Secretary to the Board of Directors

KITSAP PUBLIC FACILITIES DISTRICT

[Signature]  
Linda Berry-Maraist, Chair

Attest:

Walter S. Draper IV, Treasurer

Approved as to form:

[Signature]  
Blair B. Burroughs, Special Counsel

CITY OF POULSBO

[Signature]  
Kathryn H. Quade, Mayor

Attest:

Karol Jones  
City Clerk

Approved as to form:

[Signature]  
City Attorney

KITSAP COUNTY BOARD OF COMMISSIONERS

[Signature]  
Chris Endresen, Chair

[Signature]  
Jan Angel, Commissioner

[Signature]  
Josh Brown, Commissioner



Attest:

[Signature]  
Opal Robertson, Clerk of the Board

Approved as to form:

[Signature]  
Kevin Howell, Deputy Prosecuting Attorney

### Use of School Facilities

The board subscribes to the belief that public schools are owned and operated by and for its patrons. The public is encouraged to use school facilities but shall be expected to reimburse the District for such use to insure that funds intended for education of children are not used for other purposes. On recommendation of the Superintendent, the board shall set the rental rates schedule.

This policy and the procedures adopted hereunder apply to use of school facilities after the regularly scheduled school day, including time before and after school during which regularly scheduled co-curricular activities occur, non-school days, or school vacations.

The Superintendent is authorized to establish procedures for use of school facilities including rental rates, supervisory requirements, restrictions and security. Those using school facilities shall maintain insurance for accident and liability covering persons using the District's facilities under the sponsorship of the organization.

For rental rate purposes, organizations seeking the use of school facilities have been divided into four categories:

- A. School related or sponsored groups
- B. Youth organizations or community philanthropic groups
- C. Non-profit groups
- D. Profit-generating commercial enterprises

District sponsored activities, including curricular and co-curricular function, retain first priority in use of facilities. Authorization for use of school facilities shall not be considered as endorsement of or approval of the activity group or organization nor for the purposes it represents.

All applications must be renewed on at least an annual basis. The superintendent is directed to develop procedures to implement this policy and to revise those procedures as necessary to insure that rental rates for profit generating/commercial enterprises or any other users reflect current fair market rental values for similar facilities.

Legal References:	AGO 1973 No. 26	Initiative No. 276 - School districts Use of School
		Facilities for Presentation of Programs
		-Legislature – Elections
athletic	RCW 28A.335.150	Permitting use and rental of playgrounds, fields, or athletic facilities
	RCW 28A.320.510	Night schools, summer schools, meetings, use of facilities for
	RCW 28A.335.155	Use of Buildings for youth programs-Limited immunity

Revised: February 26, 2004  
Series 4000 Adopted

## Use of Facilities

### Introduction

The District makes its facilities available after school, evenings, weekends, and during vacation periods for use by citizens of our community. Facilities available for use include classrooms, gyms, cafeterias, commons, fields, libraries, an auditorium, and swimming pool. Facilities are used for a broad range of activities including elections, community sports programs, public hearings, concerts, etc.

### General Guidelines

Major user groups shall not dominate the use of the District's facilities so that all groups have reasonable access. Facility use among groups will be divided equitably based on the number of facilities requested, the number of participants involved, the nature and locale of the group, and usage history. North Kitsap community organizations will have priority over groups. The District will make every effort to accommodate all groups with a fair portion of the space available.

Priority to facility use:

- 1) School-sponsored or school-related activities
- 2) Non-profit youth groups and community recreation programs
- 3) Other non-profit community organizations
- 4) Profit-generating/Commercial enterprises and other users

### District Sponsorship

The District reserves the right to issue disclaimers of sponsorship on any activities conducted on school premises. Users may be required to include such a disclaimer of District sponsorship in any advertising of activities conducted on school premises as a condition of use. Advertising by users on school property, such as signs or banners, may be prohibited.

### Application Procedures

The primary method of application is by accessing the North Kitsap School District Web Site ([www.nksd.wednet.edu](http://www.nksd.wednet.edu)) under the "Facility Use" tab. Forms for use of school facilities can be obtained at the Administration Offices or from any school, but should only be utilized as a guide to the scheduling request process. Completed applications must be submitted to the Facilities Scheduling Office at least three weeks in advance of the event. Only the portion of the building listed and approved on the application form will be available for use. Facility users must adhere to event beginning and ending times as approved. All approved applications for gymnasiums and fields automatically expire on a seasonal basis, as determined by school athletic schedules, and must be renewed for continued use. Applicants must present a copy of the confirmed application (or written verification of approval) to the building custodian or other authorized district personnel upon request.

### Insurance

Non-school organizations may be required to furnish proof of public liability insurance

for certain activities with recommended coverage of \$1,000,000 bodily injury and \$50,000 property damage, with the school district named as additional insured. A copy of the insurance certification must accompany the completed facility use application. The certificate of insurance must be submitted prior to any use of facilities. Insurance is required for activities of a physical nature, or any activity deemed to present significant risk. Facility use will be granted only as long as insurance remains in effect.

**Indemnification and Hold Harmless**

The applicant shall agree to protect, indemnify, and hold harmless the North Kitsap School District and its officers and employees from any claims, liabilities, damages, allegations, or rights of action directly or indirectly resulting from the use of the premises covered by the application, except for incidents of gross negligence by the District.

**Cancellation of Facilities Use by District**

School district facilities are primarily for the benefit of the educational program. The District reserves the right to cancel any request for facility use if it conflicts with a school function, provided the user is given at least three (3) business days advance notice. The District will provide the user with the reason for the cancellation and refund any payments made in advance. The District will attempt to arrange for a mutually satisfactory alternate facility. Major non-school events involving extensive advance publicity, ticket sales, lodging arrangements, etc. will not be cancelled unless an extreme emergency arises.

Cancellation penalty time will be extended when holidays fall on the day before or after a weekend. The District may cancel any request and provide a refund at any time for a failure to comply with this policy or procedure. During snow closures or designated holidays/non-school days, custodial schedules may be different and may prevent them from being able to open or close for evening usage. In such cases, the Facilities Scheduling Office will give advance notice (if possible). The group may either cancel their request for that day, or pay for a Facility Aide to open and close the building.

**Cancellation of Facilities Use by Applicant**

Notification of cancellation must be submitted to the Facilities Scheduling Office at least three (3) business days prior to the scheduled event. Cancellation penalty time will be extended when holidays fall on the day before or after a weekend. Applicants who fail to cancel within the specified time will be charged for any District expenses incurred.

**Special Equipment**

When specialized equipment is requested by the applicant (such as audio mixing, stage lighting, video, recording, etc.), a Facilities Technician will be assigned to operate said equipment. Cost for operation will be assessed to the applicant.

District equipment such as risers, audio/visual equipment, tables, chairs and sports equipment are not available for rent or loan to outside groups outside of school facility rental agreements.

### **Fundraising Activities**

Prior approval must be given for any fundraising activities by applicants.

### **Facility User Categories**

For assessing rental and staff fees, facility users are divided into four categories:

#### **A. School Related or Sponsored Activities**

These groups are directly run by or support school activities.

#### **School-sponsored Activity**

School staff works and supervises the activity as a normal part of their jobs. Revenues are controlled by a District department accounting system. Examples include:

- Drama productions and musical performances
- Co-curricular sports practices, games, matches, meets or tournaments
- PE classes, class field trips to other facilities
- Science fairs, jazz festivals, NKSD community schools programs
- Assemblies or general NKSD business
- Associated Student Body activities

#### **School-related Activity:**

A booster club or support group works and supervises the event. The school staff does not supervise it as a regular part of their jobs. The school-related group, not the District accounting system, controls revenues. Examples include

- PTSA and student-run clubs and organizations
- Booster clubs for sports, music, drama, etc.
- NKSD employee labor associations, employee wellness programs
- Parent meetings or events
- Fundraising events such as holiday fairs, dinners, dances, carnivals

#### **B. Youth Organizations or Community Philanthropic Groups**

This category includes non-profit, community organizations whose main purpose is to promote the welfare of youth or to improve the quality of life in the community at-large. Organizations managed by volunteer boards/coaches and which collect minimal fees for participation are classified in this category. These groups will be charged only to reimburse the district for direct costs of additional staff, equipment, and supplies necessary to conduct the activity.

Groups in this category meet the following criteria:

1. All volunteer membership or a governmental entity providing a public service.
2. Non-profit
3. Non-religious

4. Non-partisan
5. Directly benefits youth, or improves the quality of life in the North Kitsap School District area.

Examples include:

- Camp Fire, Boy Scouts, Girl Scouts, 4-H
- Pee Wee Sports, Little League, Babe Ruth, NK Soccer Club
- City, County or local Parks & Recreation Districts, adult sports leagues
- Service clubs when sponsoring youth activities (Kiwanis, Rotary, Lions)
- Special Olympics, March of Dimes, American Cancer Society
- Governmental public hearings or elections
- Safety education groups, neighborhood block watch meetings
- Power Squadron, Coast Guard Auxiliary, Red Cross
- Non-profit Native American tribal activities, senior citizen groups
- Boys and Girls Clubs
- League of Women Voters

#### **C. Other Non-Profit Community Groups**

This category includes non-profit organizations which operate to benefit their particular members and who wish to use school facilities for lectures, promotional activities, entertainment, college courses, or other activities for which public halls or commercial facilities generally are rented. Groups must meet the following criteria:

1. The activities and intent of the use is to benefit those who are a member of the group.
2. The activity is for the purpose of members' meetings, classes, entertainment, promotional events, fund raising, etc.
3. See Fee Schedule for Rates.

Examples include:

- Fraternal Clubs such as Elks, American Legion, Eagles
- Religious groups or churches organized and run by non-students
- Political rallies or meetings which support a certain issue or candidate
- Chamber of Commerce
- Individual birthday parties, celebrations, reunions, weddings
- Professional associations such as Farmer's Market, Grange

#### **D. Profit Generating/Commercial Enterprises**

This category includes profit-making organizations or private individuals and businesses or business related enterprises. These groups are charged double the established rental rates for Category C groups. Rental rates will include any materials, equipment, supplies, facility space, or staff time.

Schools will not award exclusive contracts to profit generating vendors for any products or services without providing for fair competition among likely competitors (or determining that the vendor is a sole source for the products or services). NKSD staff who use District facilities for private instruction, and charge for their services, are included in this category.

**Staff/Rental Fees**

Rental and staff fees are assessed in accordance with established fee schedules and salaries. Fees will be reviewed and modified as needed by the District.

All user groups other than **Category A-School Sponsored** will be charged for Facility Aide time whenever Custodians are not available. Facility Aide costs may be waived if the event is co-sponsored by the District and NK staff is required to supervise the event as a regular part of their duties. Facility users in all categories will be charged for any additional supervision or custodial services when required.

Groups in **Category A and B** are charged only the direct costs of additional staff, equipment and supplies required to conduct the activity. The District may establish separate cooperative use agreements with community organizations or governmental agencies for the use of facilities.

District staff charges are billed at a minimum of two hours time. If staff time is scheduled and the user group does not show up, they will be billed for two hours.

NK022604  
NK031199

**PURPOSE:**

The North Kitsap School District manages and schedules community access and use of the North Kitsap Stadium owned by the North Kitsap School District. The North Kitsap Stadium and Strawberry Fields are for use by the school district for their physical education and athletic activities, and the City and community-based organizations for their athletic/recreational activities. This procedure establishes the process and guidelines by which these facilities will be scheduled to assure public access.

**PROCEDURE:**

1. A Facilities Scheduling Committee (FSC) co-chaired by North Kitsap School District (NKSD) and City of Poulsbo Parks and Recreation Department will consist of the NKSD Athletic Director, Director of Facilities and Facilities Scheduling Coordinator, City of Poulsbo Director of Parks and Recreation, staff identified by City of Poulsbo Parks and Recreation, two representatives from Kitsap Public Facilities District (PFD), one representative from Kitsap County ("the County") and other user organizations (one representative only from each user group, team, organization). The FSC will meet a minimum of twice yearly (early June and early January) to review field use, schedule NK Stadium and Strawberry Fields use by NKSD, the City and community-based organizations, coordinate the use of open days, identify quarterly field maintenance closures and closure rotations, review annual scheduling priorities and other considerations.
2. North Kitsap Stadium use priorities (See Exhibit #3: August, 2007 through July, 2008 color coded schedule. This schedule is intended as a sample schedule for future reference and planning.

**During the school year (August 15, 2007 through June 17, 2008)**

The narrative below is intended to represent the projected calendar. See Exhibit #3)

- A. Monday – Friday: 7:30am – 5pm (Purple)
    1. NKHS physical education program
    2. NKSD curriculum needs
    3. NKHS athletic contests and practices
  - B. Monday, Tuesday, Thursday, and Friday: 5 pm – 10:00pm
    1. NKHS athletic practices, contests and marching band practices (maximum 6) (Purple/maroon)
    2. Shared use with NKSD and public based on coordination through the FSC (Rose)
  - C. Wednesday: 5:00-10:00 pm (Yellow)
    1. Public Use
  - D. Saturdays 8:00am –10:00pm
    1. NKSD High School graduations (June)
    2. NKDS athletic contests coordination by the FSC (Rose)
    3. Public use (Yellow)
  - F. Sundays 8:00am – 10:00pm
    1. Public Use (Yellow)
3. Strawberry Fields use priorities (during the school year)
    - A. Monday through Friday: 7:30 am -2:30 pm
      1. NKSD physical education and curriculum needs
    - B. Monday though Friday: 2:30-5:00 pm
      1. Strawberry 1 (fall/spring)
        - a. NKHS athletics practices
        - b. Shared use with District and public based on coordination through the FSC.

Use of North Kitsap Stadium and Strawberry Fields  
4260P-Enhanced (Exhibit #2)

- C. Saturday, Sunday and Summer
  1. Strawberry 2 and 3 (2:30 pm and beyond)
    - a. Public use (Yellow)
4. Community Use is defined as:
  - A. Regional tournaments that typically attract visitors from throughout the county and state.
  - B. Local (i.e. within NKSD boundaries) community sports and recreation programs.
  - C. Kitsap County-based youth and adult sport and recreation programs.
  - D. Other youth and adult sport and recreation programs.
5. Scheduling guidelines:
  - A. Annual scheduling of fields for the City and community-based organizations is to assure and ensure equitable and predictable use of the facilities by these groups.
  - B. Scheduling will be done by the FSC in early-January and early-June each year. If necessary, the requested uses for shared use (rose colored) will be reviewed as needed by the FSC or a subgroup of the FSC.
  - C. Scheduling for fields will be done in 90-minute increments.
  - D. Allocation of fields available for use by a particular sport, team or organizing group will be based on actual count of prior year players/participants, except as approved by the Facilities Scheduling Committee (FSC).
  - E. Cancellation. In the event of an emergency field closure, the NKSD Director of Maintenance promptly will notify the user group. In the event of a contest cancellation by NKSD, the District Athletic Director promptly will notify the facility scheduler. Rescheduling the contest will be in accord with these Guidelines and field availability. Should a community user cancel an event, prompt notification will be given to the District Athletic Director and the facility scheduler. Rescheduling will be in accord with these Guidelines and field availability.
6. Fees:

User fees must cover additional maintenance and operations costs associated with community use of school district facilities. (See Exhibit 4 Stadium Use Fee Schedule 2006-07. This schedule is intended as a model for future reference and planning.)

  - A. Fees will be established by NKSD Board of Directors, in consultation with the Facilities Scheduling Committee, to cover the agreed to operations and maintenance costs for community use of the North Kitsap Stadium and Strawberry Field.
  - B. Player and Tournament Fees will be collected by NKSD.
  - C. Player fees will be established annually and collected quarterly using a per player basis, or as otherwise determined by the NKSD Board of Directors, to assure and ensure equitable and predictable fees.
  - D. Tournament fees will be due and payable to NKSD within 30 calendar days of the last day of the tournament. Failure to make payment within the designated time period will be reviewed by the FSC and could impact the organization's future scheduling opportunity.
  - E. User groups (teams and tournament hosts) are responsible for any damage repair beyond normal seasonal or tournament wear. At the conclusion of a particular sport season or tournament, the scheduled user group will meet with the NKSD representative to assess any field/facility damage beyond normal seasonal wear. When appropriate, NKSD will collect cost of damage repair from the user group.
7. Procedures:
  - A. Field and facility use applications will be accepted for these facilities at any time by the North Kitsap School District. Priority will be given those submitted prior to the twice yearly scheduling meetings in January and June. The priority submission deadlines are May 1 and

Use of North Kitsap Stadium and Strawberry Fields  
4260P-Enhanced (Exhibit #2)

- B. December 1. The Committee co-chairs will arrange publication of notice of these deadlines six weeks in advance of the deadline.
- C. Maintenance issues, including resting of fields and care of synthetic turf will be addressed at the twice yearly committee meetings to ensure the longevity of the fields.

The North Kitsap Stadium and Strawberry Field are for use by the school district for their physical education and athletic activities, and the City and community-based organizations for their athletic/recreational activities. While every effort will be made to accommodate all field use requests, a balance will be maintained by allocating use of fields for the NKSD athletic program and public use as illustrated in items 2 and 3 above.

**PROCEDURAL CHANGE**

These administrative procedures have been established by the funding partners and will be monitored and maintained by the FSC. It is the responsibility of the FSC to review and recommend changes to the funding partners for review and approval. Following their approval, the funding partners will submit the recommendations for changes to the NKSD Administrative Executive Team for review and action.

# August 2007

Revised 6/4/2007

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15 8am-5pm Central Facility	16 8am-5pm	17 8am-5pm	18 8am-5pm
			Open 5-10pm	Open 5-10pm	Open 5-10pm	Open 5-10pm
19	20 8am-5pm	21 8am-5pm	22 8am-5pm	23 8am-5pm	24 8am-5pm	25 8am-5pm
	Open 5-10pm	Open 5-10pm	Open 5-10pm	Open 5-10pm	Open 5-10pm	Open 5-10pm
26	27 8am-5pm				28 8am-5pm	29 9am-11am FB
	Open 5-10pm	Open 5-10pm	Open 5-10pm	Open 5-10pm	Open 11am-4pm	
					30 8am-5pm	

NKHS       KHS  
 TBD     Public Use

# September 2007

Revised 6/4/2007

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 Labor Day	4 Open 5pm-10pm	5 Open 5-10pm	6 School 7:30-2:30	7 School 7:30-2:30	8
9	10 Open 8:30pm-10pm	11 Open 5pm-10pm	12 Open 5pm-10pm	13 School 7:30-2:30	14 School 7:30-2:30	15 1-5pm NKSD
16	17 Open 8:30pm-10pm	18 Open 5pm-10pm	19 Open 5pm-10pm	20 School 7:30-2:30	21 School 7:30-2:30	22
23	24 Open 5pm-10pm	25 Open 5pm-10pm	26 Open 5pm-10pm	27 School 7:30-2:30	28 School 7:30-2:30	29 1-5pm NKSD
30						

NKHS     KHS  
 TBD     Public Use

# October 2007

Revised 6/4/2007

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 School 7:30-2:30 Practice 5:30-8:00 Open 8:30pm-10pm	2 School 7:30-2:30 Practice 5:30-8:00 Open 5pm-10pm	3 School 7:30-2:30 Practice 5:30-8:00 Open 5pm-10pm	4 School 7:30-2:30 Practice 5:30-8:00 Band Practice 8:30pm	5 School 7:30-2:30 Practice 5:30-8:00 Open 5pm-10pm	6
7	8 School 7:30-2:30 Practice 5:30-8:00 Open 8:30pm-10pm		9 School 7:30-2:30 Practice 5:30-8:00 Open 5pm-10pm		10 School 7:30-2:30 Practice 5:30-8:00 Varsity FB Game 4:30-11:00pm	13 1-4pm NKSD
14	15 School 7:30-2:30 Practice 5:30-8:00 Open 5pm-10pm	16 School 7:30-2:30 Practice 5:30-8:00 Open 5pm-10pm	17 School 7:30-2:30 Practice 5:30-8:00 Open 5pm-10pm	18 School 7:30-2:30 Practice 5:30-8:00 Open 5pm-10pm	19 School 7:30-2:30 Practice 5:30-8:00 Open 5pm-10pm	20
21	22 School 7:30-2:30 Practice 5:30-8:00 Open 8:30pm-10pm	23 School 7:30-2:30 Practice 5:30-8:00 Open 5pm-10pm	24 School 7:30-2:30 Practice 5:30-8:00 Open 5pm-10pm	25 School 7:30-2:30 Practice 5:30-8:00 Open 8:30pm-10pm	26 School 7:30-2:30 Practice 5:30-8:00 Varsity FB Game 4:30-11:00pm Varsity NKHS Varsity FB (playoff)	27 1-4pm NKSD
28	29 School 7:30-2:30 Practice 5:30-8:00 Open 5pm-10pm	30 School 7:30-2:30 Practice 5:30-8:00 Open 5pm-10pm	31 School 7:30-2:30 Practice 5:30-8:00 Open 5pm-10pm			

NKHS     KHS  
 TBD     Public Use

# November 2007

Revised 6/4/2007

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div style="border: 1px solid black; padding: 5px;">           Nov.1-Nov. 15 may be needed by NKSD athletic teams for post season soccer and football.            Starting Nov. 15 available 5-10 and weekends 8am- 10pm            Holiday Fest Nov. 2-4 (Parking issues)         </div>				1 School 1:30-2:30pm 2 Open 6pm-10pm	3 School 7:30-2:30pm 4 Varsity FB Playoff	3 1-4pm NKSD
4	5 Open 5pm-10pm 6 Open 5pm-10pm	7 Open 5pm-10pm 8 Open 5pm-10pm	9 Open 5pm-10pm 10 Open 5pm-10pm	11 School 7:30-2:30pm 12 Open 5pm-10pm	13 School 7:30-2:30pm 14 Open 5pm-10pm	10 1-4pm NKSD
11	12 No School 13 Open 5pm-10pm	14 School 7:30-2:30pm 15 Open 5pm-10pm	16 School 7:30-2:30pm 17 Open 5pm-10pm	18 School 7:30-2:30pm 19 Open 5pm-10pm	20 School 7:30-2:30pm 21 Open 5pm-10pm	17
18	22 Open 5pm-10pm 23 Open 5pm-10pm	24 Open 5pm-10pm 25 Open 5pm-10pm	26 Open 5pm-10pm 27 Open 5pm-10pm	28 No School 29 Open 5pm-10pm	30 No School 31 Open 5pm-10pm	24
25	32 School 7:30-2:30pm	33 School 7:30-2:30pm	34 School 7:30-2:30pm	35 School 7:30-2:30pm	36 School 7:30-2:30pm	

# December 2007

Revised 6/4/2007

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Open week days 5pm-10pm and weekends 8am-10pm						1
2	Open 5pm-10pm					8
9	10 School 7:30-2:30pm Open 5pm-10pm	11 School 7:30-2:30pm Open 5pm-10pm	12 School 7:30-2:30pm Open 5pm-10pm	13 School 7:30-2:30pm Open 5pm-10pm	14 School 7:30-2:30pm Open 5pm-10pm	15
16	17 School 7:30-2:30pm Open 5pm-10pm	18 School 7:30-2:30pm Open 5pm-10pm	19 School 7:30-2:30pm Open 5pm-10pm	20 School 7:30-2:30pm Open 5pm-10pm	21 School 7:30-2:30pm Open 5pm-10pm	22
23	24	25	26	27	28	29
Holiday School Break						
30	31 No School					

# January 2008

Revised 6/4/2007

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div style="border: 2px solid black; padding: 5px;">           Open week days 5pm-10pm and week-ends 8am-10pm         </div>		1	2	3	4	5
		Holiday Vacation Break				
6	School 7:30-2:30pm					12
	Open 5pm-10pm	Open 5pm-10pm	Open 5pm-10pm	Open 5pm-10pm	Open 5pm-10pm	
13	School 7:30-2:30pm					19
	Open 5pm-10pm	Open 5pm-10pm	Open 5pm-10pm	Open 5pm-10pm	Open 5pm-10pm	
20	21 No School	School 7:30-2:30pm				26
		Open 5pm-10pm	Open 5pm-10pm	Open 5pm-10pm	Open 5pm-10pm	
27	School 7:30-2:30pm					
	Open 5pm-10pm	Open 5pm-10pm	Open 5pm-10pm	Open 5pm-10pm		

NKHS     KHS  
 TBD     Public Use

# February 2008

Revised 6/4/2007

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	High school sports begin 2/25/08.				1 School 7:30-2:30pm Open 5pm-10pm	2
3	Open 3m-10pm    Open 5pm-10pm    Open 3m-10pm    Open 5pm-10pm    Open 5pm-10pm					9
10	11 School 7:30-2:30pm Open 5pm-10pm	12 School 7:30-2:30pm Open 5pm-10pm	13 School 7:30-2:30pm Open 5pm-10pm	14 School 7:30-2:30pm Open 5pm-10pm	15 School 7:30-2:30pm Open 5pm-10pm	16
17	18 No School	19 School 7:30-2:30pm Open 5pm-10pm	20 School 7:30-2:30pm Open 5pm-10pm	21 School 7:30-2:30pm Open 5pm-10pm	22 School 7:30-2:30pm Open 5pm-10pm	23
24	25 Track Practices 2:30-4:30pm Open 5pm-10pm	26 Track Practices 2:30-4:30pm Open 5pm-10pm	27 Track Practices 2:30-4:30pm Open 5pm-10pm	28 Track Practices 2:30-4:30pm Open 5pm-10pm	29 Track Practices 2:30-4:30pm Open 5pm-10pm	

# March 2008

Revised 6/4/2007

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<div style="border: 1px solid black; padding: 5px;">           Used contests from 2006-2007 spring calendar to reflect usage for current year. Calendar will need to be adjusted to reflect actual spring sports schedules.         </div>						1 Track Practices 2 hour track TBD
2	3 School 7:30-2:30 5:30pm	4 School 7:30-2:30 5:30-8:00pm	5 School 7:30-2:30 5:30-8:00pm	6 School 7:30-2:30 2:30-4:30pm	7 School 7:30-2:30 Track Practices 2:30-4:30pm	8 Track Practices 2 hour track TBD
	Open 5pm-10pm	Open 5pm-10pm	Open 5pm-10pm	Open 5pm-10pm	Open 5pm-10pm	
9	10 School 7:30-2:30 Track Practices 2:30-4:30pm	11 School 7:30-2:30 Track Practices	12 School 7:30-2:30 Track Practices	13 School 7:30-2:30 Track Practices 2:30-4:30pm	14 School 7:30-2:30 Track Practices 2:30-4:30pm	15 Track Practices 2 hour track TBD
	Open 5pm-10pm	Open 5pm-10pm	Open 5pm-10pm	Open 5pm-10pm	Open 5pm-10pm	
16	17 School 7:30-2:30 Track Practices 2:30-4:30pm	18 School 7:30-2:30 Boys Soccer 4-9pm	19 School 7:30-2:30 10pm	20 School 7:30-2:30 Track Meet 2:30-8pm	21 School 7:30-2:30 Track Practices 2:30-4:30pm	22
	Open 5pm-10pm		Open 5pm-10pm		Open 5pm-10pm	
23	24 School 7:30-2:30 Track Practices 2:30-4:30pm	25 School 7:30-2:30 Boys Soccer 4-9pm	26 School 7:30-2:30 Track Practices 2:30-4:30pm	27 School 7:30-2:30 Track Practices 2:30-4:30pm	28	Track Meet 10am-4pm
	Open 5pm-10pm		Open 5pm-10pm	Open 5pm-10pm		
30	31 School 7:30-2:30 Track Practices 2:30-4:30pm					
	Open 5pm-10pm					

# April 2008

Revised 6/4/2007

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		School 7:30-2:30 Track Practices 2:30-4:30pm Open 5pm-10pm				5
6	School 7:30-2:30 Track Practices 2:30-4:30pm Open 5pm-10pm		School 7:30-2:30 Track Practices 2:30-4:30pm Open 5pm-10pm		School 7:30-2:30 Track Practices 2:30-4:30pm Open 5pm-10pm	12
13	School 7:30-2:30 Track Practices 2:30-4:30pm Open 5pm-10pm		School 7:30-2:30 Track Practices 2:30-4:30pm Open 5pm-10pm		School 7:30-2:30 Track Practices 2:30-4:30pm Open 5pm-10pm	19
20	School 7:30-2:30 Track Practices 2:30-4:30pm Open 5pm-10pm		School 7:30-2:30 Track Practices 2:30-4:30pm Open 5pm-10pm		School 7:30-2:30 Track Practices 2:30-4:30pm Open 5pm-110m	26 Boys soccer 4-9pm
27	School 7:30-2:30 Track Practices 2:30-4:30pm Open 5pm-10pm		School 7:30-2:30 Track Practices 2:30-4:30pm Open 5pm-10pm			

# May 2008

Revised 6/4/2007

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 School 7:30-2:30 Track Practices 2:30-4:30pm  Open 5pm-10pm	2 School 7:30-2:30  Track Meet 7:30-9:30	3
4	5 School 7:30-2:30 Track Practices 2:30-4:30pm  Open 5pm-10pm	6 School 7:30-2:30 Track Practices 2:30-4:30pm  Open 5pm-10pm	7 School 7:30-2:30 Track Practices 2:30-4:30pm  Open 5pm-10pm	8 School 7:30-2:30 Track Practices 2:30-4:30pm  Open 5pm-10pm	9 School 7:30-2:30 Track Practices 2:30-4:30pm  Open 5pm-10pm	10
11	12 School 7:30-2:30 Track Practices 2:30-4:30pm  Open 5pm-10pm	13 School 7:30-2:30 Track Practices 2:30-4:30pm  Open 5pm-10pm	14 School 7:30-2:30 Track Practices 2:30-4:30pm  Open 5pm-10pm	15 School 7:30-2:30 Track Practices 2:30-4:30pm  Open 5pm-10pm	16 School 7:30-2:30 Track Practices 2:30-4:30pm  Open 5pm-10pm	17
18	19 School 7:30-2:30 Track Practices 2:30-4:30pm  Open 5pm-10pm	20 School 7:30-2:30 Track Practices 2:30-4:30pm  Open 5pm-10pm	21 School 7:30-2:30 Track Practices 2:30-4:30pm  Open 5pm-10pm	22 School 7:30-2:30 Track Practices 2:30-4:30pm  Open 5pm-10pm	Track Practices 2:30-4:30pm Last Practice	24  Viking Cup
25 Viking Cup	26 Viking Cup	27 School 7:30-2:30  Open 5pm-10pm	28 School 7:30-2:30  Open 5pm-10pm	29 School 7:30-2:30  Open 5pm-10pm	30 School 7:30-2:30  Open 5pm-10pm	31

# June 2008

Revised 6/4/2007

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	School 7:30-2:30					7
	Open 5pm-10pm	Open 5pm-10pm	Open 5pm-10pm	Open 5pm-10pm	Open 5pm-10pm	
8	School 7:30-2:30					14
	Football Camp 2:30pm-5pm	Football Camp 10pm-5pm	Football Camp 2:30pm-5pm	Football Camp 2:30pm-5pm	Football Camp 2:30pm-5pm	High School (S) Graduation 8 am - 10 pm
	Open 5pm-10pm	Open 5pm-10pm	Open 5pm-10pm	Open 5pm-10pm	Open 5pm-10pm	
15	School 7:30-2:30 Last Day of School		17	18	19	20
	Open 5pm-10pm					21
22	23	24	25	26	27	28
29	30					

# July 2008

Revised 5/10/2007

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

May , 2007

## North Kitsap Stadium Fees

Exhibit #4

Stadium	2006-07 Category B	2006-07 Category C	2006-07 Category D
Competition/Games	\$30/hr	\$45/hr	\$60/hr
Stadium Lights	\$20/hr	\$40/hr	\$40/hr
Facility Staff (1)	\$15/hr	\$20/hr	\$20/hr
Custodian	\$20/hr	\$35/hr	\$35/hr

(1) All categories (to open/close restrooms, and unlock gates when needed)  
Fundraisers of any kind are required to have a custodian (2/hr minimum)

1. The Stadium will be available for physical educational classes from 7:30am to 3:00pm daily (M-F). when school is in session. Stadium also reserved for home night games (varsity, jr. varsity football, & soccer.
2. North Kitsap High School Stadium is for school students and community groups to use and enjoy. We ask that consideration be given to the condition of the facility and future user groups.
3. Need to bank \$60k/yr for maintenance/replacement fund (10 yrs.).
4. Off-setting maintenance cost savings from gross = \$40k/yr average.
5. Estimated to need only to raise \$20-25k/yr (10yrs) or 310 (2hr) events.
6. Organizations who book Quarterly Use will pay a premium fee per player in lieu of above schedule of fees. (\$2/3 per player)  
Priority for scheduling will be (1) tournaments, (2) competition games, (3) practices.
7. Hosted tournaments (Example: Viking Cup) will be charged as per fee schedule for tournaments.

