

Operating Agreement
between
Bainbridge Island Metropolitan Park and Recreation District
and
Friends of Bainbridge Island High School Sailing

This Agreement is made by and entered into between the Bainbridge Island Metropolitan Park and Recreation District, a municipal corporation (hereafter "BIMPRD"), and Friends of Bainbridge Island High School Sailing, a Washington non-profit corporation (hereafter "BIHSS"). The purpose of this Agreement is to establish the terms of the relationship between BIMPRD and BIHSS with respect to the training and competition operations of the Bainbridge High School Sailing Team (hereafter "the Team").

I. Effective Periods:

- A. Saturdays and Sundays during the time periods September 1 – November 30, 2016 – 2019, on which the Team participates in scrimmages and regattas;
- B. Other times during the time periods September 1 – November 30, 2016 – 2019, that are pre-arranged with and pre-approved by BIMPRD; and
- C. February 1 – June 15, 2017 – 2019.

II. BIMPRD agrees:

A. During the Effective Periods to:

- 1. Provide access to the BIMPRD sailing float.
- 2. Provide use of outboard-powered console powerboats and the "bock."
- 3. Provide use of the fleet of eight Flying Junior sailboats acquired in 2013, and the fleet of six new competition sailboats once they are acquired (see below). The Flying Junior sailboats acquired in 2013 and the new competition sailboats are hereafter called the "competition sailboats."
- 4. Provide use of the two four-boat Flying Junior boat trailers, and the use of two boat trailers for the new competition sailboats once they are acquired (see below).
- 5. Provide access to Meigs Barn (where the competition sailboats and accompanying equipment are stored) upon the request of BIHSS.

B. At all times to:

- 1. Own, hold title to, register, license, conduct maintenance and repairs to, and insure the competition sailboats, outboard-powered coaching/safety boats, "bock," Eagle Harbor float, boat trailers, and Meigs barn. To the extent reasonably practicable, BIMPRD will use volunteers to perform maintenance and repairs.
- 2. Store the competition sailboats and accompanying equipment at Meigs barn when they are not in use.

C. As soon as reasonably possible to:

- 1. Purchase six new competition sailboats and accompanying trailers upon provision of purchase funds by BIHSS. BIHSS and BIMPRD shall mutually agree upon the types of sailboats and trailers to be purchased.

2. Surplus six V15 sailboats in accordance with BIMPRD's surplus policy and apply the funds generated towards the purchase of the six new competition sailboats and accompanying trailers. BIMPRD will notify BIHSS when it intends to surplus the sailboats and will give due consideration to any input provided by BIHSS as it relates to maximizing the funds generated.

III. BIHSS agrees:

A. During the Effective Periods to:

1. Provide all logistical, financial, and administrative support necessary to the training and interscholastic competition operations of the Team.
2. Provide general oversight and management of the membership, qualifications, training, and interscholastic competition operations of the Team, including the execution of competitive interscholastic regattas and scrimmages hosted by the Team.
3. Provide a head coach, assistant coaches, and on-water support personnel as necessary to support the training and interscholastic competition operations of the Team.
4. Do the following:
 - a. Conduct and provide to BIMPRD a criminal background check on every BIHSS employee, volunteer and agent who will be using District equipment/facilities and/or interacting with the Team before such usage and/or interaction by such individual begins. Any such individual who does not "successfully pass" the background check may not use District equipment/facilities or interact with the Team. "Successfully passing" the background check means that the check reveals no convictions or other adverse dispositions for any crime against persons or property (including, but not limited to, murder, kidnapping, assault, rape, arson, robbery, burglary, theft, malicious mischief, stalking, unlawful harassment or abuse of a child or vulnerable adult), or any crime involving fraud, dishonesty or moral turpitude. Criminal background checks provided to the District can be no more than 60 days old, and will remain valid with BIMPRD for two years; or
 - b. Alternatively, for any BIHSS employee, volunteer and agent who will be using District equipment/facilities and/or interacting with the Team, provide BIMPRD with written proof that the individual has been approved as a volunteer by the Bainbridge Island School District; provided, that such approval cannot be more than two years old; and provided further that once such approval becomes two years old, BIHSS must conduct a new criminal background check on the individual per Section III.A.4.a above. Notwithstanding anything else, this alternative procedure will be applicable and acceptable with respect to an individual only if the School District's volunteer vetting process for that individual required the individual to "successfully pass" (as defined above) a criminal background check.
5. Follow WA State Boater's license requirements, and ISSA and NWISA rules.
6. Provide reimbursement to BIMPRD of all costs of maintenance, repair and replacement (including insurance deductibles of \$1,000 per claim) of the competition sailboats, Eagle Harbor float, outboard-powered coaching/safety boats, Meigs barn, boat trailers, "bock," and any other BIMPRD property within its custody or control attributable to BIHSS' or the Team's use of same, excepting the costs of routine maintenance.
7. Procure and maintain comprehensive general liability insurance to address the risks of the training and interscholastic competition operations, fundraising, and administration of the Team with minimum limits of \$1 million per occurrence, \$2 million aggregate. BIHSS shall name BIMPRD as an additional insured, shall give BIMPRD written proof of such insurance in advance of each

Effective Period, and each insurance policy shall require, and BIHSS shall give, 30 days' advance written notice to BIMPRD before cancellation.

8. Be fully responsible for the care, protection, and storage of BIMPRD property within its custody or control.
 9. Allow only qualified personnel with adequate training, experience and comprehensive automobile insurance to drive and tow the boat trailers.
- B. As soon as reasonably possible to provide funds to BIMPRD for BIMPRD's purchase of six new competition sailboats and accompanying trailers. Such funds shall be in the full amount of the purchase price less any amount generated by BIMPRD's surplussing of six V15 sailboats (see above). BIHSS and BIMPRD shall mutually agree upon the types of sailboats and trailers to be purchased.

IV. General Provisions:

This Agreement may be amended or terminated at any time by mutual written agreement of the parties. This Agreement may be terminated by either party if the other party materially breaches this Agreement and fails to cease or cure the breach within 30 days after written notice of the breach. This Agreement, or any portion of it, may not be assigned by BIHSS without the advance written consent of BIMPRD. In any litigation arising out of this Agreement, the substantially prevailing party shall be entitled to recover its costs and reasonable attorney fees from the other party. This Agreement reflects the entire agreement, and supersedes any prior agreements, oral or written, between the parties with respect to the matters herein. This Agreement may be executed in counterparts, and signatures transmitted electronically shall be deemed the equivalent of original signatures for all purposes.

BY: _____ Date: _____
Leonard Rolfes Jr., President
Friends of Bainbridge Island High
School Sailing

BY: _____ Date: _____
Terry Lande, Executive Director
Bainbridge Island Metropolitan Park
and Recreation District