

# RECREATION CONTRACTOR MANUAL



**January 26, 2023**

**Bainbridge Island Metropolitan Park & Recreation District  
11700 Meadowmeer Circle NE  
Bainbridge Island, WA 98110**

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## Table of Contents

<b>Introduction</b>	<b>page 4</b>
<b>Park District Mission Statement</b>	<b>page 4</b>
<b>What is a Recreation Contractor</b>	<b>page 4</b>
<b>General Qualifications</b>	<b>page 5</b>
<b>How to Become a Recreation Contractor</b>	<b>page 5</b>
<b>Items Required of the Recreation Contractor</b>	<b>page 5</b>
<b>Insurance</b>	<b>page 6</b>
<b>Recreation Contractor Service Agreement</b>	<b>page 7</b>
<b>Background Check</b>	<b>page 7</b>
<b>COVID-19 Vaccination</b>	<b>page 7</b>
<b>Compensation for the Recreation Contractor</b>	<b>page 8</b>
<b>Monetary Compensation</b> <b>What the Park District Provides</b>	
<b>Marketing Contracted Activities</b>	<b>page 9</b>
<b>Customer Service</b>	<b>page 9</b>
<b>Setting up an Activity</b>	<b>page 9</b>
<b>Fees</b> <b>Enrollment Levels</b> <b>Activity Scheduling</b> <b>Holidays</b>	
<b>Activity Registration</b>	<b>page 10</b>
<b>Signing up for an Activity</b> <b>Cancellations and Changes</b> <b>Refunds</b>	
<b>Once an Activity is Underway</b>	<b>page 11</b>
<b>Taking Attendance</b> <b>Absences, Make-Up Days, &amp; Canceled Classes</b> No Shows Make-Up Days Absences, Substitutes or Canceled Classes <b>Activity Evaluation</b>	
<b>Payment Information</b>	<b>page 12</b>
<b>Submitting Invoices</b> <b>Payment of Invoices</b>	

**Staffing Responsibilities** page 13

**Instructional Staff  
Instructors & Participant Safety**

**Facilities** page 14

**Publicly Owned Facilities & Amenities  
Privately Owned Facilities & Amenities  
Other Facility Requirements**

**Vehicles** page 15

**Usage of Park District Vehicles  
Usage of Recreation Contractor Vehicles**

**Emergencies** page 15

**Medical Emergencies  
Incident Reports  
Media Exposure during Major Emergencies**

**Records Retention & Confidentiality** page 16

**Inclusion & Accommodation** page 16

**Reporting Child Abuse** page 17

**Compliance with Laws** page 17

**Appendices**

- A. Activity Proposal Form**
- B. Recreation Contractor Service Agreement**
- C. Activity Evaluation**
- D. Sample Invoice**
- E. Incident Report**
- F. Facility Inspection Checklist**

## Introduction

The Bainbridge Island Metropolitan Park & Recreation District (“Park District” or “District”) is a progressive municipal agency committed to improving the quality of life for our residents and visitors by providing recreational and leisure experiences in our community. It offers a wide variety of recreation programs to citizens of all ages and abilities, and often utilizes Recreation Contractors (“Recreation Contractor” or “Contractor”) when offering fun and innovative recreation programs to the community.

The Park District offers recreation programs that are either 1) staffed and run by Park District employees or 2) provided through independent contractors who contract with the Park District to provide instructional services.

Recreation Contractors are utilized by the Park District when they offer expertise beyond what the District can typically provide, such as unique or specialized skills and knowledge, facilities, or equipment.

This manual does not apply to Park District employees or those interested in becoming Park District employees. It applies only to Recreation Contractors and is pertinent to both those currently serving in this capacity as well as those who are interested in becoming one. It provides information about the District’s Recreation Contractor Program as well instructions on how to apply to become a Recreation Contractor.

## Park District Mission Statement

**The mission of the Bainbridge Island Metropolitan Park and Recreation District is to build a healthy community through effective, sustainable stewardship of the District’s parks and open space, and through the development and delivery of innovative cultural and recreation opportunities.**

## What is a Recreation Contractor?

Recreation Contractors are:

- Independent contractors (not employees of the District).
- Under contract with the District, with their duties and compensation outlined by contract.
- Required to obtain licensure from appropriate governmental entities.
- Required to obtain and maintain appropriate levels of insurance throughout the term of agreement.
- Expected to develop activity curriculum and set tone for activity that is consistent with District values and principles as outlined in its Mission Statement above.
- Required to comply with all withholding and tax requirements, and pay all taxes due.

## General Qualifications

To become a Recreation Contractor, an individual must possess strong teaching skills; be positive, prompt, organized and dependable; have good communication skills; demonstrate a desire to develop and promote District goals; and have an acceptable social media and business history.

The District is interested in courses, classes and workshops (referred to in this manual as activities) that are unique or fill a specific community need. Program selections are based upon the Recreation Contractor's qualifications and experience, the need for and marketability of the program, availability of facilities, and ability to coordinate activity dates and times.

## How to Become a Recreation Contractor

To become a Recreation Contractor with the District, an interested party should first submit a proposal describing the activity he or she would like to offer using the Activity Proposal Form (see Appendix A).

Activity proposals are accepted year-round. A separate Activity Proposal Form is required for each proposed activity. No Recreation Contractor will be used exclusively for any activity or program. The District reserves the right for multiple contractors to run the same or similar activity or program, either separately or together with other contractors and/or District staff.

Completed forms should be returned to the District Office below or emailed to [recreation@biparks.org](mailto:recreation@biparks.org):

Bainbridge Island Metropolitan Park & Recreation District  
11700 Meadowmeer Cir NE  
Bainbridge Island, WA 98110

Once the Activity Proposal Form is submitted, a Program Manager will review the paperwork, contact the applicant and serve as the primary point of contact for processing the application.

If the District is interested in the proposal, the applicant must provide the items outlined in the following section "Items Required of the Recreation Contractor". Upon receipt of the required items, the applicant and the District will, if the terms are agreeable to both parties, enter into a Recreation Contractor Service Agreement (see Appendix B).

## Items Required of the Recreation Contractor

Prior to providing services to the District, a Recreation Contractor must provide the following:

1. Copy of current business licensure (typically City of Bainbridge Island business license and any required state licenses).
2. Certificate of Insurance naming the District as an additional insured. See following "Insurance" section for more information.
3. Copy of photo identification (Washington Driver's License or government issued ID card).
4. Completed W-9 Form.
5. Proof of worker's compensation and unemployment insurance for employees if applicable.
6. Criminal background check on Recreation Contractor and each of its employees and agents. See "Background Check" section below for more information.
7. Proof of First Aid, CPR, and AED training.
8. Proof of specialized training or certificates applicable to course being offered.
9. Proof of COVID-19 vaccination for Recreation Contractor and each of its employees and agents. See "COVID-19 Vaccination" section below for more information.
10. Signed Recreation Contractor Service Agreement.

## Insurance

The following are important items for Recreation Contractors to know about liability and insurance:

1. The Recreation Contractor shall procure and maintain general liability insurance against all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Recreation Contractor's contracted activity or use/occupancy of District facilities.

The amount of insurance required for Recreation Contractors is stipulated by District policy, and while subject to change is currently for the following amounts:

- a. Low risk activities: \$500,000 per occurrence, \$1,000,000 aggregate;
- b. High risk activities: \$1,000,000 per occurrence, \$2,000,000 aggregate.

Risk levels are defined in the District's Risk Management Policy (see [www.biparks.org](http://www.biparks.org)). The cost for this coverage is the sole responsibility of the Recreation Contractor.

The Recreation Contractor must provide the District with an insurance certificate naming the Park District an additional insured. The full name must be indicated on certificate as well as the correct address. For exact wording, see below:

Bainbridge Island Metropolitan Park & Recreation District  
11700 Meadowmeer Cir NE  
Bainbridge Island, WA 98110

The Recreation Contractor's insurance shall be primary.

2. The District does not provide insurance coverage for Recreation Contractors. In the event of a claim, the Recreation Contractor will be solely responsible for its defense costs, damages, and other claim-related expenses.
3. Because Recreation Contractors are not District employees, they are not covered by the District's worker's compensation or unemployment insurance as provided by WA State.
4. Recreation Contractor activities should not involve transporting activity participants, unless providing transportation is a part of the Recreation Contractor's formal business operation, the transportation is pre-approved by the District, and the Recreation Contractor provides proof of auto insurance (paid for by Recreation Contractor) with minimum liability limits of \$1,000,000 and the District named as an additional insured. Any drivers must have an acceptable DMV motor vehicle report.
5. Recreation Contractor shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with the Recreation Contractor's contracted activity or use/occupancy of public facilities to the Park District, in writing and as soon as practicable.
6. The District reserves the right, on a case by case basis, to require Recreation Contractor to obtain and maintain additional insurance coverages at Recreation Contractor's expense.
7. If Contractor's facilities are used for District activities, the Contractor shall have appropriate property owners' insurance.

## Recreation Contractor Service Agreement

The District requires that all Recreation Contractors who perform a service for the District enter into a contract with the District referred to as a Recreation Contractor Service Agreement (“Agreement”). (See Appendix B).

Recreation Contractors are required to sign two original agreements. Once signed by the District, one original goes to each party. A new agreement is required for each seasonal program period.

## Background Check

The Recreation Contractor must conduct criminal background checks on every employee, agent or any other person who will perform services on behalf of the Recreation Contractor under an agreement with the District. Each background check must indicate that the individual has “successfully passed.”

“Successfully passed” means the background check revealed no conviction or other adverse disposition for any crime against persons or property (including but not limited to murder, kidnapping, assault, rape, arson, robbery, burglary, theft, malicious mischief, stalking, or abuse of a child or vulnerable adult), or any crime involving fraud, dishonesty or moral turpitude.

The Contractor’s background check search must meet or exceed the District’s own internal standard specified as follows:

1. Criminal background checks must include the current legal name of the Recreation Contractor and if applicable any other previous legal names,
2. Criminal background checks for anyone 18 years and over must include WA State Criminal History Search, a National Criminal History Search, Sex Offender Search, Global Terrorist Search, and utilize the Washington State’s Administrative Office of the Courts’ Judicial Information System (JIS), a network of all Washington court indexes.

There are two options for the Recreation Contractor with respect to criminal background checks:

1. The Recreation Contractor conducts their own background checks. A copy of each background check must be provided to the District.
2. The Park District conducts the background checks on behalf of the Recreation Contractor. Before this can be done, the Recreation Contractor must submit to the District a signed form from every employee, agent or other person who will perform services on behalf of the Recreation Contractor for the District under the Agreement, authorizing the District to conduct a criminal background check on him or her.

The Recreation Contractor will reimburse the Park District for each criminal background check and pay an administrative fee for processing. These costs will be paid directly to the District by the Recreation Contractor or will be withheld by the District from the Recreation Contractor’s future compensation.

If the Recreation Contractor is not hired by the District due to background check results, Recreation Contractor is still responsible for paying these costs.

The District will conduct a social media check and access business reviews if applicable.

## COVID-19 Vaccination

Recreation Contractor and its employees, volunteers and other agents must be fully vaccinated against COVID-19. A person is deemed fully vaccinated fourteen or more days after completion of the primary series of an FDA-authorized COVID-19 vaccine. Before commencement of its performance under an agreement with the District, Recreation Contractor must submit to the District proof of vaccination for itself and each of its employees, volunteers and other agents who will perform services on its behalf under an agreement with the District. Acceptable proof of vaccination includes the following: (i) a copy

of the CDC COVID-19 Vaccination Record Card or clearly legible photo of the card; (ii) documentation of vaccination from a healthcare provider or electronic health record; (iii) public health, tribal or state immunization information system record; or (iv) a copy of any other official documentation that contains the type of vaccine administered, date(s) of administration, and the name of the healthcare professional(s) or clinic site(s) administering the vaccine(s). The District retains the right, in its sole discretion, to determine which form of proof of vaccination is acceptable. Personal attestation is not acceptable proof of vaccination.

## Compensation for the Recreation Contractor

Recreation Contractors are compensated monetarily according to what has been stipulated in the Agreement. In addition to this, Recreation Contractors receive a number of other incidental non-monetary benefits by virtue of providing services to the District.

### Monetary Compensation

For the provision of instructional services, Recreation Contractors receive either:

- 1) a percentage of gross activity revenue with the Park District retaining a percentage to cover Park District costs, or
- 2) an agreed upon fee per participant that takes into consideration Park District costs.

Typical compensation options are outlined below. The District reserves the right, on a case by case basis, to tailor Agreements as it deems necessary and appropriate.

1. **Alternative 1:** Percentage split: 70% Contractor, 30% District (District provides facility).
2. **Alternative 2:** Percentage split: 80% Contractor, 20% District (Contractor provides facility as approved by District).
3. **Alternative 3:** Agreed upon flat fee per participant.

NOTE: Recreation Contractor may agree to donate services.

The Park District will not withhold money for social security or federal income tax. Annual payments to a Recreation Contractor from the District in excess of \$600 will be reported to the Internal Revenue Service. It is the Recreation Contractor's responsibility to comply with all withholding and tax requirements and pay all taxes due.

### What the Park District Provides

Other advantages of contracting with the Park District include:

1. Extensive customer base built from a long-standing, positive relationship with the Bainbridge Island community.
2. A variety of facilities available for recreation activities, including gymnasiums, classrooms, meeting rooms, fine art facilities, aquatic and athletic facilities, and outdoor parks.
3. Program advertising through catalog published three times a year that is mailed to all Bainbridge Island residents and posted on the District's website.
4. Activity registration through fully staffed office and online registration system that books activities and facilities, and generates activity rosters, waiver forms and medical information.
5. Processing payment for activity participants through mail, online registration, telephone, or in person. The District accepts cash, check, money order, and Visa/MasterCard, and processes fees charged by credit card vendors.
6. Indirect benefits such as facility maintenance, maintenance of District website and customer database, and IT support for registration related software and computer equipment.



7. Marketing assistance for inclusion with the Park District brand.

### Marketing Contracted Activities

The contracted activities will be advertised and identified as a contracted activity in the Park District's program catalog, which is published three times a year. This catalog is mailed to all Bainbridge Island residents and posted on the District's website. Recreation Contractors are permitted to promote their activities, provided that all marketing materials prepared by the Recreation Contractor are approved in advance by the Program Manager.

The Contractor will give the District permission to photograph and videotape the Contractor and all its employees, volunteers or sub-contractors during all activities within any agreement with the District. The Contractor authorizes the District to use such photographs and videotapes to promote the District's programs and classes, and will waive any and all claims to compensation for such usage. The Contractor acknowledges and agrees that all such photographs and videotapes will belong to the District. Any promotional materials or images provided by the Contractor to promote District activities may also be used by the District for that purpose.

### Customer Service

As representatives of the Park District, the Recreation Contractor and any employees hired by the Recreation Contractor shall:

1. Positively encourage every participant.
2. Promote cooperation and encourage participants to work together.
3. Demonstrate kindness and patience toward every participant.
4. Notify parents/legal guardians, and Program Manager when any behavioral issue has become evident and work calmly, patiently and attentively with all parties to resolve the concern.
5. Strive to provide a safe environment for all participants and staff.
6. Provide participants with the opportunity to develop skills and/or maintain a proficiency in their selected program.

### Setting up An Activity

Prior to entering into an Agreement, the Program Manager will negotiate with the Recreation Contractor to determine appropriate fees and dates for a proposed activity. Any fees and dates that are agreed to will be indicated in the Agreement.

### Fees

#### Activity Fees

While the Park District will consult with the Recreation Contractor regarding the amount that will be charged for an activity, the Park District will make the final decision on what the activity fee will be.

#### Supply Fees

Activity supplies and equipment are the responsibility of the Recreation Contractor and must be pre-approved by the Program Manager. The Recreation Contractor will purchase and provide them at their own expense unless they expect students to obtain and purchase their own.

If students must provide their own supplies, the Recreation Contractor will provide a list of required supplies with their Activity Proposal, so the supply list can be pre-approved by the Program Manager and published in the program catalog.

### **Enrollment Levels**

The Recreation Contractor and Program Manager will work together to identify appropriate minimum and maximum enrollment levels, but the District will make the final decision on minimums and maximums.

### **Activity Scheduling**

Recreation Contractors are responsible for submitting their activity schedule requests on the Activity Proposal Form. The Program Manager will attempt to accommodate these requests while considering other factors such as facility availability.

There are three program seasons each calendar year when District activities are offered. They are listed below with deadlines indicated for when activity proposals must be submitted for each program season.

<u>Program Season:</u>	<u>Approximate Dates:</u>	<u>Activity Proposals Due By:</u>
Winter/Spring	January 1 thru mid-June	September 15
Summer	Mid-June thru August 31	December 15
Fall	September 1 thru December 31	May 1

### **Holidays**

The District observes the following holidays. Instruction may or may not be offered on these holidays depending on the activity and what is agreed to by the Recreation Contractor and Program Manager.

New Year's Day	Labor Day
Dr. Martin Luther King Jr. Day	Veterans Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

## **Activity Registration**

### **Signing up for an Activity**

The Park District is responsible for registering activity participants and controls the registration process. All registration fees are collected by the District.

Recreation Contractors are not to accept registration or payments from activity participants. Anyone signing up for a contracted activity must sign up directly with the Park District. Any exceptions must be approved in advance by the Recreation Superintendent or Division Director.

Registrations are processed by the Park District on a first come, first served basis. All participants must be registered for the activity before they will be allowed to attend. It is the Recreation Contractor's responsibility to ensure that all participants have registered and paid in full prior to attending an activity.

Any participants in need of a scholarship or financial aid should contact Helpline House which assesses eligibility and processes funds the Park District makes available for scholarships. Recreation Contractors are not authorized to approve eligibility for financial assistance provided by the Park District.

If providing their own discounts or scholarships for participants, the Contractor is still responsible for paying the District whatever percentage rate is specified in the Agreement. The Contractor must notify the Program Manager in advance if they are providing their own discounts or scholarships.

The Program Manager must be notified in advance by the Recreation Contractor if any family member of the Contractor will participate in or assist with the contracted activity. If a participant, the family member must pay the District its percentage of the fee as stipulated in the Agreement. If working or volunteering for the Contractor, the family member must meet the requirements of any other Contractor employee and must meet requirements stipulated in this manual or the Agreement.

Requests by customers to have activities pro-rated will be determined by the Program Manager with input from the Recreation Contractor.

### **Cancellations and Changes**

Program Managers will contact Recreation Contractors at least five (5) days prior to the first day of an activity to convey enrollment status and discuss whether there are enough participants for the activity to move forward or whether the activity is canceled. The District will make the final decision on whether to cancel an activity.

Activities without minimum enrollment will be canceled or combined with other sessions when possible. Exceptions may be made when there is agreement between the Recreation Contractor and Program Manager. If the activity is canceled by the Park District, the District will issue a refund or credit to those who have signed up and will inform the Recreation Contractor and the participants of the cancellation. The Recreation Contractor may be asked to inform participants of such changes.

The District reserves the right to: 1) cancel, combine, or divide up activities; 2) change the time, date, or location of activities; 3) change the activity instructor; and 4) make other changes which are necessary to ensure a safe and quality experience for the participants. The District reserves the right to cancel a program at any time if the Recreation Contractor is in violation of its contract or fails to comply with the requirements of this Manual.

### **Refunds**

Activity refunds are issued by Park District staff in accordance with District policy as indicated in the program catalog or District website (go to Online Registration). Any requests for refunds from activity participants should be referred by the Recreation Contractor to the Park District.

## **Once an Activity is Underway**

Once an activity is underway, there are many responsibilities the Recreation Contractor must be willing to assume when contracting with the Park District.

### **Taking Attendance**

It is the Recreation Contractor's responsibility to take attendance at each activity. This is especially important for youth or large activities where participants may have shown up to the activity without paying.

Contractor must inform individuals who have not paid to contact the Park District to register. Participants must either be on the activity roster or have a Park District issued receipt before they are admitted to the activity. Recreation Contractors may not tell people who are not registered that they can be in the activity, since there may be people ahead of them on the wait list.

Contactors may use their own attendance sheets or obtain them from the Program Manager.

### **Absences, Make-Up Days & Canceled Classes**

Once a contracted class is underway, occasional situations may come up such as participant or instructor absences and canceled classes due to weather conditions or emergencies. The Recreation Contractor will address these as follows:

#### **No Shows**

Prior to the first activity, an activity roster will be provided to the Recreation Contractor by the Park District. If a participant does not show up on the first day, the Recreation Contractor will make at least

one courtesy call to remind the participant of the next day the class will be in session (assuming there are multiple days in the activity).

### **Make-Up Days**

1. Recreation Contractors are responsible for providing instruction for the specified number of hours agreed upon in the Agreement and advertised in the catalog.
2. Make-up days for instructor illness or weather closures should be identified immediately and communicated to participants by the Recreation Contractor.
3. The Recreation Contractor is responsible for coordinating make-up days with the Program Manager.

### **Absences, Substitutes, or Canceled Classes**

If a Recreation Contractor will be absent due to illness or other emergency circumstances, the Recreation Contractor must notify the Program Manager as soon as possible. If unable to reach the Program Manager, the Recreation Superintendent or Division Director should be contacted. It is the Recreation Contractor's responsibility to notify participants that a class will be canceled.

If a Recreation Contractor arranges to have a substitute, the Program Manager must be notified of this in advance. All substitutes are considered an agent of the Recreation Contractor and must be pre-approved by the Program Manager. All substitutes must comply with the requirements of this Manual.

### **Activity Evaluation**

Recreation Contractors are responsible for having activity participants complete a Park District Activity Evaluation Form (see Appendix C). This should be done at the end of each activity session, program season, or when requested by the Program Manager. The completed evaluations should be given to the Program Manager.

## **Payment Information**

### **Submitting Invoices**

The Park District issues payment to the Recreation Contractor only after completion of services. Invoices should be submitted by the Recreation Contractor upon completion of the final activity session. Payment in advance of services will not be made. The Recreation Contractor will not be paid for any participants who received a refund.

Invoices must not be handwritten and must include:

1. Invoice number (must be different for each invoice)
2. Invoice date
3. Name and mailing address of Recreation Contractor
4. Whom the invoice is billing: Bainbridge Island Metropolitan Park & Recreation District
5. Correct activity number and corresponding dates
6. Name of activity
7. Information specific to activity:
  - a. For Compensation Alternatives 1 or 2 (as identified in Agreement)
    - 1) Number of students registered
    - 2) Activity fee per participant
    - 3) Percentage of activity fee per Agreement

b. For Compensation Alternative 3 (as identified in Agreement)

- 1) Number of students registered
- 2) Flat fee per participant as specified in Agreement

8. Total amount due

See Appendix D for sample invoice.

### **Payment of Invoices**

Recreation Contractors will receive payment within 30 days of the Park District receiving:

- 1) invoice
- 2) final activity roster;
- 3) completed activity evaluation forms
- 4) any liability waiver forms specific to the activity.

Contractor shall invoice the District in writing (including all of the information set forth in this manual) within 60 days of the final activity session for services rendered in connection with the activity. Contractor shall include with the invoice a final activity roster, any completed activity evaluation forms, and any liability waiver forms specific to the activity. If the invoice and documents are not postmarked or delivered to the District within 90 days of the final activity session, the District reserves the right not to pay Contractor for services rendered in connection with the activity.

### **Staffing Responsibilities**

#### **Instructional Staff**

The Recreation Contractor shall provide experienced, adult instructional staff for each activity being offered. The lead instructional staff must be 18 years of age or older. If staff under the age of 18 is also instructing, facilitating or operating one or more activity session, then he/she must be accompanied by the adult lead for the entire session.

Volunteers 18 years and over that are used by the Recreation Contractor during an activity must complete a volunteer application and then have a background check done. Any costs related to volunteers will be assumed by the Contractor.

If the program being offered requires specific certification and/or licensure, then the Recreation Contractor will provide copies of the appropriate certifications and/or licenses.

At least one (1) staff member (whether Contractor or an agent of Contractor) must be certified in CPR, First Aid and AED and will be on site during all program activities.

#### **Instructors & Participant Safety**

An appropriate ratio of adult instructors to participants shall be maintained throughout a contracted activity as determined by the Recreation Contractor and Program Manager.

The Recreation Contractor is responsible for the safety of each participant during the activity. This includes the check-in period, the period during the activity, and the check-out period. During transition periods and throughout the activity, a head count must be taken regularly.

At the end of the activity, the Recreation Contractor or their instructors must stay with participants who are under the age of 18 until the parent/guardian picks them up. Alternatively, if written permission is provided by the parent/guardian, the Contractor may release participants to another person the parent/guardian has designated or permit them to leave on their own.

During the check-in and check-out periods, the Recreation Contractor is responsible for making sure the care and security of the participants are maintained. This includes designating a safe and appropriate place for participant drop-off, pick-up, and waiting.

Recreation Contractors are advised to have a check-in and check-out procedure appropriate to the activity they are providing. This must include, but is not limited to, having a roster where the instructor, parent/guardian, or participant (if given written permission when a minor) signs the participant in and out of the activity.

In the event of an emergency or natural disaster, Contractors are responsible for the well-being and safety of each minor participant until they are picked up by the parent/guardian. Adult participants may leave when they choose.

## Facilities

The activities provided by Recreation Contractors may be held in publicly or privately owned facilities.

### Publicly Owned Facilities & Amenities

When using Park District or other public facilities for contracted activities, the Program Manager will handle the facility reservation. Some facility-related amenities in a building such as tables and chairs are available for use by the Recreation Contractor. The Recreation Contractor must make the Program Manager aware in advance of which of these facility amenities will be needed.

Some facilities have District staff assigned to open and close the facility. If staff is not available to do this, the Recreation Contractor should contact the Program Manager to obtain a key. The Recreation Contractor is responsible for any costs associated with keys that are lost, such as replacing them and re-keying the locks.

Recreation Contractors are responsible for their own set-up, and when possible will be allowed in the facility to set up their activity area at least 15 minutes prior to the beginning of an activity.

The Recreation Contractor is responsible for leaving the activity facility in the condition in which it was found. This includes cleaning up any materials (art supplies, paper, etc.), sweeping or vacuuming as necessary, and replacing any furniture and/or equipment back to its original location after the activity ends.

When public facilities are used by a Recreation Contractor for contracted activities, the Recreation Contractor will be responsible for any and all damage to the facilities that is caused by the Recreation Contractor or activity participants.

Any damage to a facility or its equipment and furniture during an activity will be remedied at the expense of the Recreation Contractor.

Recreation Contractors may not use District supplies, materials or equipment, including copy machines, fax machines, computers, and other equipment. Recreation Contractors must provide materials and supplies, including copies of materials, at their own expense.

### Privately Owned Facilities & Amenities

Recreation Contractors may offer Park District activities at their own facilities when arranged with and pre-approved by the Park District. Such facilities must be inspected by the Park District prior to entering into an Agreement with the Recreation Contractor and annually thereafter by appointment, or whenever deemed necessary by the Park District. (See Appendix F, Facility Inspection Checklist).

When the Contractor's facility is used for the contracted activity, the Recreation Contractor shall be responsible for any and all damage to the facility that is caused by the Recreation Contractor or activity participants, as well as any and all liabilities that may arise.

In most cases, the Recreation Contractor will be required to obtain and maintain property/facility insurance in addition to general liability insurance. Any variance from this requirement must be reviewed and approved by the Division Director.

The Contractor will have a suitably stocked first aid box that is clearly marked and available in each facility used for contracted activities.

The Contractor shall comply with all applicable building and other pertinent codes, laws, regulations and ordinances.

### **Other Facility Requirements**

1. The Recreation Contractor will permit any District officers, employees, or agents to visit facilities while being used for contracted activities.
2. No animals are permitted at any indoor public facility without permission from the Program Manager, except for service dogs.
3. The Contractor shall not remove, relocate, or take District property outside of a facility used for contracted activities without the prior written approval of the Program Manager.
4. The Contractor will not use District equipment or tools located in or about a facility used for contracted activities without the prior written approval of the Program Manager.
5. The Contractor will not drive motorized vehicles on fields or green space.
6. The District may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.

In support of health and wellness, the District does not allow smoking in indoor facilities, or within 25 feet of a public facility.

## **Vehicles**

### **Usage of Park District Vehicles**

Park District vehicles are not available for use by Contractors. The District's insurance does not include coverage for Recreation Contractors and prohibits the leasing or rental of vehicles to them.

### **Usage of Recreation Contractor Vehicles**

Recreation Contractor activities should not involve transporting activity participants unless all the following requirements are met:

1. Providing transportation is a part of the Recreation Contractor's formal business operation,
2. The transportation is pre-approved by the Division Director or designee.
3. The Recreation Contractor provides proof of auto insurance with minimum liability limits of \$1,000,000 and the District named as an additional insured. (see Insurance section)

If the Recreation Contractor meets the above requirements and is approved to provide transportation as stipulated in the Agreement, the Recreation Contractor or any person assigned by the Recreation Contractor to drive the vehicle must be 21 years of age and successfully complete a vehicle background check.

All vehicles/conveyances used by the Recreation Contractor must pass appropriate safety and inspection standards in accordance with District procedures.

The District reserves the right to impose additional requirements on Contractors with respect to transportation of activity participants.

## **Emergencies**

It is the Recreation Contractor's responsibility to ensure the safety of all participants. Recreation Contractors are advised to inspect facilities and promptly report any hazards or unsafe conditions to the Program Manager.

Recreation Contractors should familiarize themselves with any emergency procedures for their program facility or area, including outdoor spaces. In most cases, Park District facilities have an emergency evacuation map posted, and are equipped with fire extinguishers and first aid kits.

### **Medical Emergencies**

It is required that someone who is certified in CPR, First Aid, and AED (Recreation Contractor or agent thereof) be present during the contracted activity.

If there is a medical emergency, the situation should be handled in a calm and direct manner. Basic safety procedures should be followed when managing any emergency, some of which include:

1. Certified individuals should administer immediate CPR and First Aid as necessary.
2. Dial 911, if necessary.
3. Notify parent/guardian when a minor is involved (or their emergency contact person) after the scene is secured and medical personnel have taken over.
4. Notify Park District and complete the District Incident Report (see Appendix E).
5. Complete entry in communication log, if required.

### **Incident Reports**

All accidents and incidents, no matter how minor they appear, should be reported by the Recreation Contractor to the Park District. The Program Manager should be immediately notified, and an Incident Report completed and turned into the Program Manager within 24 hours of the occurrence (see Appendix E).

When 911 is called, the Recreation Contractor must notify the Program Manager or next Park District representative as soon as possible.

If an accident or incident occurs, the Recreation Contractor should act calmly, promptly and efficiently, and do what is needed to take care of the situation.

### **Media Exposure During Major Emergencies**

During any major accident or incident where media may be involved, a Recreation Contractor may not represent the Park District in any manner. The Recreation Contractor may not discuss the accident/incident with anyone, including the media, except when given explicit authorization by the Executive Director of the District.

## **Records Retention & Confidentiality**

Records related to the contracted activity that are generated by or provided to the Recreation Contractor (including without limitation activity rosters) will be treated as confidential, will not be shared with third parties, and will be retained by the Contractor in accordance with WA State laws governing records retention. Records include written and electronic documents, emails, text messages, photos, etc. regardless of the device that creates them.

To the extent that any such records are needed by the Park District to respond to a public records request or otherwise comply with applicable law, the Contractor will make them promptly available to the Park District.

## **Inclusion & Accommodation**

The Park District is committed to the precepts of inclusion and accommodation within recreation activities and expects Recreation Contractors to be aware of and support District policies. To this end,



the Recreation Contractor will comply with all laws and regulations applicable to it, and in addition will agree to comply with all anti-discrimination and accommodation laws that the Park District is subject to, which laws include, without limitation, the Washington Law Against Discrimination and the Americans with Disabilities Act.

Inclusion is the concept that people of all abilities can and should have the opportunity to recreate and interact together. Inclusion fosters an environment where everyone feels welcome to participate in the activities or programs of their choice regardless of actual or perceived limitations.

All classes offered in the Recreation Catalog are available for inclusion. People with special needs are encouraged to register for any activity that they wish to participate in, provided they meet the general class requirements. These requirements include age, gender, and specific class pre-requisites.

An accommodation is a modification to an activity or class that enables people with specific challenges or needs to participate fully or to their personal capability. The District requests a minimum of two weeks' notice prior to the first activity meeting to determine whether reasonable accommodation, such as assigning a Recreation Companion to assist the individual, is possible.

If following activity registration, accommodations for a participant have been requested, the District and Recreation Contractor will mutually agree in writing to how the accommodation will be provided and who will bear the cost.

Although the District will make every reasonable effort to meet the needs, unfortunately not all accommodation requests can be granted. Each request is evaluated by the District on a case-by-case basis.

With respect to the following personal services, the Park District will consider allowing a personal caregiver to accompany a paying participant.

- Feeding
- Dressing
- Toileting
- Medication Administration
- Behavior Monitoring (for example, to control aggression or flight risk)

The caregiver would be arranged and paid for entirely by the participant. The caregiver would be solely responsible for ensuring that the participant's personal services needs are met throughout the entire activity.

## Reporting Abuse

If a Recreation Contractor suspects, observes or obtains knowledge of child or vulnerable adult abuse, the Recreation Contractor shall immediately report it to the authorities and notify the Program Manager.

## Compliance with Laws

Recreation Contractors shall abide by all applicable federal, state and local laws, ordinances, regulations and rules, as well as the Park District's rules, regulations and policies, including this Manual and the Agreement.

Contractors performing services for the District are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State, County and City Safety and Occupational Health Standards, and any other applicable rules and regulations.



Bainbridge Island Metropolitan Park & Recreation District  
11700 Meadowmeer Cir NE  
Bainbridge Island, WA 98110  
206.842.5661

**ACTIVITY PROPOSAL FORM**

Thank you for your interest in teaching for the Park District! You can offer a recreation program as a Park District employee or if you have your own business as a recreation contractor. Submitting this form is the first step for either. You may return it to the above address or by email to [recreation@biparks.org](mailto:recreation@biparks.org).

**DATE** \_\_\_\_\_

**CONTACT INFORMATION**

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: Primary \_\_\_\_\_ Secondary \_\_\_\_\_

Email Address \_\_\_\_\_

**PROPOSED ACTIVITY**

Snappy Activity Title \_\_\_\_\_

Activity Description: (attach additional pages if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Age Range \_\_\_\_\_

Season:   \_\_\_ Winter/Spring (Jan-May)   \_\_\_ Summer (June-Aug)   \_\_\_ Fall (Sept-Dec)

Length of Program – Check all that apply:

- Multi-session program (ex. every Monday for 4 weeks)
- Short term program (ex. one week M-F)
- Single class (ex. one Saturday)
- Other (please explain) \_\_\_\_\_

Provide any experience you have teaching the proposed activity or which qualifies you to teach it.

\_\_\_\_\_

Do you have a fee in mind for the proposed activity?  Yes  No

If yes, indicate it here \_\_\_\_\_

What type of facility, furnishings or equipment will your proposed activity require? \_\_\_\_\_

\_\_\_\_\_

Will activity participants need to provide supplies?  Yes  No

If yes, list the supplies \_\_\_\_\_

\_\_\_\_\_

Is any aspect of the proposed activity physically strenuous or hazardous?  Yes  No

If yes, explain \_\_\_\_\_

Will your activity require transportation of activity participants?  Yes  No

If yes, explain what is needed \_\_\_\_\_

\_\_\_\_\_

List two personal references with contact information

1) \_\_\_\_\_

2) \_\_\_\_\_

**COMPLETE THE FOLLOWING ONLY IF INTERESTED IN BEING A RECREATION CONTRACTOR**

Please check below those items you have which are current and related to the proposed activity:

City of Bainbridge Island business license (if required by COBI)

WA State business license

Insurance for:  general liability  property/facility

Certification in:  First Aid  CPR  AED

Other licenses \_\_\_\_\_

Other certifications \_\_\_\_\_

Will you use employees, volunteers or other agents to teach the proposed activity?  Yes  No

If yes, how many? \_\_\_\_\_

Have background checks been done for them?  Yes  No

Are they fully vaccinated against COVID-19?  Yes  No \*\*\*

\*\*\* A person is deemed fully vaccinated fourteen days after completion of the primary series of an FDA-authorized COVID-19 vaccine.

Do you have WA State worker's compensation and unemployment insurance for your employees?

Yes  No

Will you provide your own facility for the proposed activity?  Yes  No

If yes, describe the facility \_\_\_\_\_

Facility address \_\_\_\_\_

\_\_\_\_\_

List two professional references with contact information

1) \_\_\_\_\_

2) \_\_\_\_\_

BAINBRIDGE ISLAND METROPOLITAN  
PARK & RECREATION DISTRICT

RECREATION CONTRACTOR SERVICE AGREEMENT

SEASON/YEAR \_\_\_\_\_

COMPANY \_\_\_\_\_ (or) INDIVIDUAL \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ EMAIL \_\_\_\_\_

This Agreement is made and entered into by the Bainbridge Island Metropolitan Park & Recreation District ("District") and the above-named company or individual that as Recreation Contractor ("Contractor") is engaged in offering instructional services. The District wishes to retain Contractor to provide its services to District customers. This Agreement supplements the District's Recreation Contractor Manual ("Manual"), which is incorporated herein by this reference. Contractor is bound by both this Agreement and the Manual. If there is a conflict between this Agreement and the Manual, this Agreement shall control.

**SECTION 1: SCOPE OF WORK**

Contractor agrees to provide the instructional services identified below and represents and warrants that all instructors used by Contractor will have the necessary certification, skill, and ability to provide the specified services.

Activity Name	Activity Number	Time	Date	Activity Fee	Materials Fee	Min/Max	Location

**SECTION 2: COMPENSATION (select one)**

\_\_\_\_ **Alternative 1.** Seventy (70%) percent of the activity tuition actually collected by the District (exclusive of any and all other fees, penalties and surcharges charged in connection with the activity) for activities held at publicly owned facilities.

\_\_\_\_ **Alternative 2.** Eighty (80%) percent of the activity tuition actually collected by the District (exclusive of any and all other fees, penalties and surcharges charged in connection with the activity) for activities held at the Contractor's facility, with approval by the District.

\_\_\_\_ **Alternative 3.** Flat fee of \$\_\_\_\_\_ per activity participant (exclusive of any and all other fees, penalties and surcharges charged in connection with the activity).

\_\_\_\_ **Alternative 4.** Donation of services.

The following is applicable to all of the above compensation alternatives:

Contractor shall invoice the District in writing (including all of the information set forth in the manual) within 60 days of the final activity session for services rendered in connection with the activity. Contractor shall include with the invoice a final activity roster, any completed activity evaluation forms, and any liability waiver forms specific to the activity. If the invoice and documents are not postmarked or delivered to the District within 90 days of the final activity session, the District reserves the right not to pay Contractor for services rendered in connection with the activity.

This Section 2 shall survive termination of this Agreement and be fully applicable and enforceable thereafter.

### **SECTION 3: INSURANCE REQUIREMENTS (select one)**

\_\_\_\_\_ **Level 1 Activity:** An activity with low risk of injury or loss such as art or photo activities:

Contractor shall obtain, and maintain continuously for the term of this Agreement, at Contractor's expense, Commercial General Liability Insurance to indemnify for the activities and services of this Agreement with a minimum \$500,000 per occurrence/\$1,000,000 aggregate limits of coverage. Contractor's insurance shall be primary, and the District shall be named as an additional insured.

\_\_\_\_\_ **Level 2 Activity:** An activity with a high risk of injury or loss such as sports, outdoor, or fitness activities:

Contractor shall obtain, and maintain continuously for the term of this Agreement, at Contractor's expense, Commercial General Liability Insurance to indemnify for the activities and services of this Agreement with a minimum \$1,000,000 per occurrence/\$2,000,000 aggregate limits of coverage. Contractor's insurance shall be primary, and the District shall be named as an additional insured.

### **SECTION 4: CRIMINAL BACKGROUND CHECK (select one)**

\_\_\_\_\_ **Alternative 1: Contractor conducts background checks.**

Contractor hereby represents and warrants (A) that it has conducted (or will conduct before commencement of its performance under this Agreement) a criminal background check on every employee, agent or other person who will perform services under this Agreement on behalf of Contractor and (B) that each such employee, agent or other person has "successfully passed" the criminal background check (C) that the contractor's background check will meet or exceed the District's own internal standards: (1) the criminal background checks must include their current legal name and if applicable all previous legal names and (2) the criminal background checks must include WA State Criminal History Search, a National Criminal History Search, Sex Offender Search, Global Terrorist Search, and utilize the Washington State's Administrative Office of the Courts' Judicial Information System (JIS), a network of all Washington court indexes. For purposes of this section, "successfully passed" means the criminal background check revealed no conviction or other adverse disposition for any crime against persons or property (including but not limited to murder, kidnapping, assault, rape, arson, robbery, burglary, theft, malicious mischief, stalking, or abuse of a child or vulnerable adult) or any crime involving fraud, dishonesty or moral turpitude. Before commencement of its performance under this Agreement, Contractor shall provide to the District a written report of each criminal background check performed under this section. Criminal background checks provided to the District under this section can be no more than 3 years old.

\_\_\_\_\_ **Alternative 2: District conducts background checks on behalf of Contractor.**

Before commencement of its performance under this Agreement, Contractor shall submit to the District a signed form from every employee, agent or other person who will perform services under this Agreement on behalf of Contractor authorizing the District to conduct a criminal background check on him or her. Contractor shall reimburse the District the current fee for each criminal background check conducted plus a District administrative fee. These amounts shall be paid by Contractor directly to the District or, if not, withheld by the District from Contractor's compensation under this Agreement.

### **SECTION 5: COVID-19 VACCINATION**

Contractor and its employees, volunteers and other agents must be fully vaccinated against COVID-19. A person is deemed fully vaccinated fourteen days after completion of the primary series of an FDA-authorized COVID-19 vaccine. Before commencement of its performance under this Agreement, Contractor must submit to the District proof of vaccination for itself and each employee, volunteer or other agent who will perform services on Contractor's behalf under this Agreement. Acceptable proof of vaccination includes the following: (i) a copy of the CDC COVID-19 Vaccination Record Card or clearly legible photo of the card; (ii) documentation of vaccination from a healthcare provider or electronic health record; (iii) public health, tribal or state immunization information system record; or (iv) a copy of any other official documentation that contains the type of vaccine administered, date(s) of administration, and the name of the healthcare professional(s) or clinic site(s) administering the

vaccine(s). The District retains the right, in its sole discretion, to determine which form of proof of vaccination is acceptable. Personal attestation is not acceptable proof of vaccination.

**SECTION 6: MATERIALS, SUPPLIES AND EXPENSES**

Contractor shall acquire, provide, repair, and maintain, at Contractor's expense, such supplies and equipment as it may deem necessary to provide services under this Agreement. Contractor shall not be reimbursed for out-of-pocket expenses incurred in connection with performance of services under this Agreement

**SECTION 7: PROVISION OF FACILITIES**

If public facilities are used by Contractor for District activities, Contractor shall be responsible for any and all damage to the facilities caused by Contractor.

If Contractor's facilities are used by Contractor for District activities, Contractor shall be responsible for any and all damage to the facilities and any and all liabilities that may arise; shall have appropriate property owner's insurance in addition to liability insurance required under Section 3, and shall comply with all applicable codes, laws, regulations and ordinances. If the Contractor offers activities in their own facility, such facility must be preapproved by the District and is subject to subsequent inspections annually by appointment thereafter, or whenever deemed necessary by the District.

Any variance to the above requirement for property insurance must be reviewed and approved by the District's Division Director and indicated in this section of the Agreement.

**SECTION 8: CONTRACTOR VEHICLES**

The Contractor will not use private vehicles to transport activity participants unless on a case by case basis specific criteria has been met as outlined in the Manual. Such use must be part of the Recreation Contractor's formal business operation, be approved by the Division Director or designee, and be indicated in this section of the Agreement.

Contractor \_\_\_\_ IS \_\_\_\_ IS NOT authorized to use its vehicles to transport activity participants.

If "IS" is checked:

(a) Contractor has provided proof of auto insurance with minimum liability limits of \$1,000,000 and the Park District named as an additional insured. The following people, all of whom are 21 years of age and have successfully completed a vehicle background check, are authorized to drive Contractor's vehicles to transport activity participants:\_\_\_\_\_

\_\_\_\_\_

(b) The following vehicles have passed the Park District's safety and inspection standards per completed District checklist and are authorized to be used by Contractor to transport activity participants:

Type vehicle \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ VIN \_\_\_\_\_  
Type vehicle \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ VIN \_\_\_\_\_

(c) The following additional requirements are imposed with respect to Contractor's transportation of activity participants:

\_\_\_\_\_  
\_\_\_\_\_

**SECTION 9: MARKETING CONTRACTED ACTIVITIES**

Contractor may promote the activity; provided, that all promotional and marketing materials used by Contractor must be approved in advance by the District. The contractor will give the District permission to photograph and videotape the contractor and all its employees, volunteers or sub-contractors during all activities within any Agreement with the District. The contractor authorizes the District to use such photographs and videotapes to promote its programs and classes and will waive any and all claims to compensation for such usage. The Contractor acknowledges and agrees that all such photographs and videotapes will belong to the District. Any promotional materials or images provided by the Contractor to promote District activities may also be used by the District for that purpose.

**SECTION 10: ACTIVITY REGISTRATION / CANCELLATION**

Unless otherwise explicitly provided in this Agreement, the District shall be responsible for and have complete control over the registration of activity participants, and the District alone shall collect all tuition and fees. Activity registration or payment may not be accepted by Contractor. All participants must preregister with the District before being allowed into any activity. It is Contractor's responsibility to ensure all participants have registered and fully paid prior to attending any activity. Contractor shall

notify activity participants and the District as soon as possible, preferably in advance, if an activity session is canceled for any reason. Provision for a makeup session will be established if possible.

### **SECTION 11: NON-SOLICIT/COMPETE**

- A. Non-Solicit. Contractor hereby agrees that it will not, during the term of this Agreement and the one-year period thereafter, directly or indirectly, (a) solicit any District employee to reduce or terminate their employment with the District, nor (b) solicit any District customer/patron to participate in activities that are identical or substantially similar to the activities provided by Contractor under this Agreement.
- B. Non-Competition. If and only if the threshold applicability requirements of Chapter 49.62 RCW are satisfied, during the term of this Agreement and the one-year period thereafter, Contractor shall not, directly or indirectly, anywhere in Bainbridge Island, Washington, participate in or sponsor the provision to the general public of activities that are identical or substantially similar to the activities provided by Contractor under this Agreement.
- C. Reasonableness of Restrictions. Contractor has carefully read and considered Sections 11.A and 11.B and agrees that the restrictions set forth therein, including but not limited to temporal and geographical restrictions, are fair and reasonable, and are reasonably required for the protection of the interests of the District. If any provision of Section 11.A or 11.B relating to temporal or geographical restriction is declared by a court of competent jurisdiction to be unenforceable, then the restriction in question shall be modified to become the maximum restriction, if any, that the court deems enforceable.

This Section 11 shall survive the termination of this Agreement and be fully applicable and enforceable thereafter.

### **SECTION 12: RECORDS**

During the term of this Agreement and thereafter, records related to the contracted activity that are generated by or provided to Contractor (including without limitation activity rosters) will be treated as confidential, will not be shared with third parties, and will be retained by Contractor in accordance with WA State laws governing records retention. Records include written and electronic documents, emails, text messages, photos, etc. regardless of the device that creates them. To the extent that any such records are needed by the Park District to respond to a public records request or otherwise comply with applicable law, Contractor will make them promptly available to the Park District. Violation of this Section 12 will constitute a material breach of this Agreement and may give rise to legal liability on the part of Contractor.

This Section 12 shall survive the termination of this Agreement and be fully applicable and enforceable thereafter.

### **SECTION 13: RELEASE AND INDEMNITY**

Contractor understands that providing services for the District involves inherent risk, which could result in property damage, illness and/or bodily injury (up to and including death), and which includes risk of exposure to and infection by the novel coronavirus, COVID-19. Contractor understands that exposure and infection can result from the actions and/or omissions of Contractor, members of the public, and District employees, agents and contractors, and that infection could result in illness, bodily injury, permanent disability and/or death. Although the District has implemented preventive measures, such as participant screening, social distancing and sanitizing surfaces, to reduce the spread of COVID-19, risk of exposure and infection cannot be eliminated entirely. In and for good and valuable consideration, Contractor hereby (i) assumes the risk and all responsibility for Contractor's health and safety when providing services for the District; (ii) waives and forever releases the District and its employees, agents and contractors from any and all claims (including those for illness and bodily injury) arising out of or relating in any way whatsoever to Contractor's provision of services for the District, even though said claims may arise out of the negligence of the District and its employees, agents and contractors; (iii) limits the District's liability to the limits of the District's insurance policy if the foregoing waiver and release is adjudged to be unenforceable; (iv) agrees to defend, indemnify and hold the District and its employees, agents and contractors harmless from and against any and all claims (including those for illness and bodily injury), damages, liabilities and expenses (including attorney fees) arising out of or relating in any whatsoever to Contractor's provision of services for the District and/or Contractor's breach of this Agreement; and (v) agrees to notify the District immediately if Contractor (or any of its employees, volunteers or other agents) tests positive for COVID-19, has been exposed or potentially exposed to COVID-19, or is experiencing symptoms associated with COVID-19, including, without limitation, fever, shortness of breath, cough, and loss of taste or smell.

This Section 13 shall survive the termination of this Agreement and be fully applicable and enforceable thereafter.

### **SECTION 14: INDEPENDENT CONTRACTOR**

Contractor understands and acknowledges that in entering into this Agreement it is an independent contractor and not an employee of the District, and that accordingly it shall not be entitled to benefits of any kind to which an employee of the District is entitled, and further understands and acknowledges that the District does not maintain any worker's compensation, unemployment, accident or any other type of insurance coverage for independent contractors. The District shall not be liable for

any payment or compensation in any form to Contractor except as specifically provided for in this Agreement. Contractor is solely responsible for any and all reporting, filing, withholding and taxes required by law in connection with this Agreement, and warrants that it will pay all taxes owed to governmental entities when and as the same become due.

**SECTION 15: OBSERVANCE OF LAWS**

In the performance of its services under this Agreement, Contractor shall abide by all applicable laws, ordinances, regulations and rules, including the Manual. By signing this Agreement, Contractor acknowledges that it has received and read the Manual. In addition, Contractor agrees to comply with all anti-discrimination and accommodation laws that the Park District is subject to, which laws include, without limitation, the Washington Law Against Discrimination and the Americans with Disabilities Act.

**SECTION 16: ACCOMMODATIONS**

If following activity registration, accommodations for a participant are requested, the District and Contractor will mutually agree in writing to how the accommodation will be provided and who will bear the cost.

**SECTION 17: TERMINATION**

The District reserves the right to terminate this Agreement immediately upon oral or written notice to Contractor at any time for any of the following reasons:

- A. Cancellation of the activity offering.
- B. Unavailability of funds or facilities.
- C. Insufficient enrollment in the activity.
- D. Misconduct of Contractor, which means, without limitation, violation of the Manual; violation of law; unexcused failure to attend, conduct or teach one or more scheduled activity sessions; performance of services in a manner which is unsafe or hazardous to Contractor, participants or members of the general public; or breach of any of the terms, representations or warranties of this Agreement.
- E. Any other conduct on the part of Contractor that is inappropriate, unbecoming, or reflects poorly on the District.

This Agreement shall automatically terminate upon completion of the final activity session.

If this Agreement is terminated for any reason other than completion of the final activity session, whether or not activity sessions have begun, Contractor shall receive no compensation under this Agreement.

**SECTION 18: GENERAL PROVISIONS**

Contractor may not assign its rights or obligations arising under this Agreement without the prior written consent of the District. This Agreement will be interpreted and enforced in accordance with the laws of the State of Washington. In any dispute arising out of this Agreement, the substantially prevailing party shall recover its costs and reasonable attorney fees from the other party. This Agreement may be modified only by a writing signed by the parties. This Agreement represents 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 electronic signatures shall be deemed the equivalent of original signatures for all purposes. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable, such determination shall not affect the enforceability of any other provision.

This Section 18 shall survive the termination of this Agreement and be fully applicable and enforceable thereafter.

**RECREATION CONTRACTOR**

**BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT**

By \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Program Manager \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Date \_\_\_\_\_  
 Division Director/Superintendent \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Date \_\_\_\_\_





BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT

11700 Meadowmeer Cir NE  
Bainbridge Island, WA 98110

ACTIVITY EVALUATION

Activity Name \_\_\_\_\_ Activity Instructor \_\_\_\_\_

Activity Date \_\_\_\_\_ Activity Time \_\_\_\_\_

- 1. Is this the first class or activity you have taken with the Park District? Yes No
- 2. Please rate this activity:  
Excellent Very Good Good Adequate Poor No Opinion
- 3. Was the fee reasonable? Yes No
- 4. Was the length of each class: Too Short Just Right Too Long
- 5. Were the number of classes: Too Few Just Right Too Many
- 6. Were the number of activity participants: Too Few Just Right Too Many
- 7. Did the activity meet your expectations? Yes No
- 8. Do you feel the instructor has a good knowledge of the subject? Yes No

\_\_\_\_\_  
\_\_\_\_\_

- 9. Was there anything outstanding about the instructor’s performance? Yes No

\_\_\_\_\_  
\_\_\_\_\_

- 10. What was the best thing about this activity?

\_\_\_\_\_  
\_\_\_\_\_

- 11. How could this activity be improved?

\_\_\_\_\_  
\_\_\_\_\_

- 12. Would you take additional classes or activities with this instructor? Yes No

- 13. What other activities would you like to have the Park District offer?

**THANK YOU!**

**SAMPLE INVOICE**

*(Example of invoice that contains all required information)*

**Joe Schmoe Wrestling Camps**

PO Box 00001  
Bainbridge Island, WA 98110

**Invoice Number:** 00001

**Invoice Date:** 2/3/2011

**Billed To:**

Bainbridge Island Metropolitan Park & Recreation District  
11700 Meadowmeer Cir NE  
Bainbridge Island, WA 98110

**Billing Information:**

*(For Compensation Alternatives 1 & 2)*

<u>Activity Number</u>	<u>Activity Name</u>	<u>Activity Dates</u>	<u>Activity Fee Per Participant</u>	<u>% Per Agreement</u>	<u>Amount Per Participant</u>	<u>Number of Participants</u>	<u>Total</u>
199705.01	Extreme Wrestl	1/15-2/15/15	\$100	70%	\$70	10	700.00
199706.01	Calf Wrestling	1/15-2/15/15	\$80	70%	\$56	8	<u>448.00</u>

**TOTAL AMOUNT DUE**

**\$1148.00**

*(For Compensation Alternatives 3)*

<u>Activity Number</u>	<u>Activity Name</u>	<u>Activity Dates</u>	<u>Flat Fee Per Participant Per Agreement</u>	<u>Number of Participants</u>	<u>Total</u>
199805.01	Wrestl Trip 1	1/15-2/15/15	\$100	10	1000.00
199806.01	Wrestl Trip 2	1/15-2/15/15	\$80	8	<u>640.00</u>

**TOTAL AMOUNT DUE**

**\$1640.00**

**THANK YOU**

**Bainbridge Island Metropolitan Park & Recreation District  
11700 Meadowmeer Cir NE  
Bainbridge Island, WA 98110**

**Non-Employee Incident Report**

Instructions: Use this form to report injuries and incidents involving non-employees. It should be completed by person with most knowledge of the incident, signed by Department Manager and Division Head, and returned to Administrative Division Director as soon as possible after incident.

**General Information**

Today's date \_\_\_\_\_

Name of person completing form \_\_\_\_\_

Job Title \_\_\_\_\_ Dept \_\_\_\_\_ Supervisor \_\_\_\_\_

Type incident

Did an injury occur? \_\_\_no \_\_\_yes

If yes, person injured is: \_\_\_park user \_\_\_class participant \_\_\_other (specify \_\_\_\_\_)

Was property damaged? \_\_\_no \_\_\_yes

Was a vehicle involved? \_\_\_no \_\_\_yes If yes, fill out vehicle information on page 2.

If none of the above, what type of incident was it? \_\_\_\_\_

Did incident occur during: \_\_\_Park District program \_\_\_general park use

If District program: Name of program or class \_\_\_\_\_ Dept \_\_\_\_\_

Did incident involve: \_\_\_water rescue \_\_\_dogs \_\_\_slip or fall \_\_\_equipment

**Incident Information** (attach additional pages if needed)

Date of incident \_\_\_\_\_ Time of incident \_\_\_\_\_ am or pm

Location/address of incident \_\_\_\_\_

Description of incident \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Action taken \_\_\_\_\_

\_\_\_\_\_

**Name of Person Injured or Involved in Incident** \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Injured or involved party is: \_\_\_Adult (age 18 yr or older) \_\_\_Youth (under age 18 yr)

If youth, what is age? \_\_\_\_\_ Was parent/guardian notified? \_\_\_no \_\_\_yes

If no, why not? \_\_\_\_\_ If yes, what time? \_\_\_\_\_ How? \_\_\_\_\_

Name of parent/guardian \_\_\_\_\_ Phone \_\_\_\_\_

(Indicate type of injury and part of body injured on next page)

Did injured party or guardian refuse medical care/ambulance transportation when offered? \_\_\_no \_\_\_yes

Was injured party removed from scene? \_\_\_no \_\_\_yes

If yes, where was injured party transported? \_\_\_medical facility \_\_\_home \_\_\_other

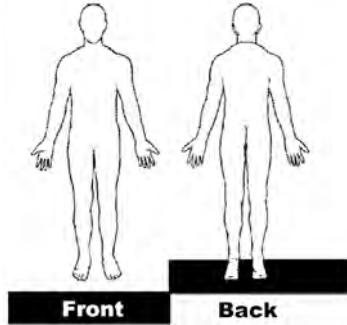
If medical facility, name of facility: \_\_\_\_\_ If other, where? \_\_\_\_\_

How transported? \_\_\_ambulance \_\_\_by parent/guardian \_\_\_by Park District employee

Name of person released to: \_\_\_\_\_

Did incident involve: \_\_\_hospitalization \_\_\_fatality

**Indicate Below Location of All Injuries:**



Describe location, type and extent of each injury:

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Was incident investigated by authorities?  no  yes      If yes,  Fire  Police  Other  
 If other, specify \_\_\_\_\_  
 Name of official \_\_\_\_\_ Phone \_\_\_\_\_  
 Case or report number \_\_\_\_\_ Was citation issued?  no  yes

Name of adult staff member with most knowledge of incident \_\_\_\_\_  
 Phone \_\_\_\_\_

**Witnesses**

Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_  
 Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

**Vehicle Incidents**

	Park District Vehicle:		Outside Party Vehicle:	
License Plate Number:				
Type Auto:	Yr:	Make/Model	Yr:	Make/Model
Driver Name:				
Driver Phone:				
Driver Address:				
Driver License Number:				
Passenger Name/Pho:				
Passenger Name/Pho:				

**Additional Comments**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Reviewed by Dept. Manager: Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Reviewed by Division Head: Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Date reviewed by Risk Management Team: \_\_\_\_\_

**For Enduris** Member Contact Person: Administrative Division Director 206.842.5661



# RECREATION CONTRACTOR FACILITY INSPECTION CHECKLIST

Exhibit F

Recreation Contractor Name: \_\_\_\_\_ Date \_\_\_\_\_

Facility Address: \_\_\_\_\_

Program Manager/Inspector Name: \_\_\_\_\_

This inspection checklist is used to screen a Recreation Contractor's private facility for use during a proposed or current contracted activity with the Bainbridge Island Metropolitan Park & Recreation District. It is also used to assess hazards that may exist related to the proposed activity. An inspection will be done of all facility areas, including exterior and office areas as applicable. Photographs may be taken during the inspection. Any issues or needed corrections will be indicated on the last page of this form. Park District approval of the facility and the Recreation Contractor's proposed activity will be subject to the timely/satisfactory completion of all corrections needed and the resolution of any identified issues.

GENERAL	Yes	No	N/A	Comments
Parking area adequate for the activity/program?				
Appropriate lighting for the activity?				
Suitable equipment for the activity? (i.e. tables, chairs, storage)				
Facility exterior clear of hazards?				
Any fire or electrical hazards?				
Other considerations?				
<b>ELECTRICAL</b>				
ELECTRICAL	Yes	No	N/A	Comments
All plugs, switches and cords in good condition?				
Any outlets overloaded?				
All electrical panels have a surrounding space of 3 feet clear?				
Other considerations?				
<b>HAZARDOUS MATERIALS</b>				
HAZARDOUS MATERIALS	Yes	No	N/A	Comments
Any hazardous materials?				
All materials labeled and stored securely?				
All spill kits accessible and fully stocked?				
Other considerations?				
<b>ADA ACCESSIBILITY</b>				
ADA ACCESSIBILITY	Yes	No	N/A	Comments
Parking accessible?				
Entry accessibility?				
Activity space accessible?				
Restroom accessibility?				
Other consideration?				
<b>EMERGENCY PREPARATION</b>				
EMERGENCY PREPARATION	Yes	No	N/A	Comments
All walkways and aisle ways at least 36 inches and free of obstructions?				



## RECREATION CONTRACTOR FACILITY INSPECTION CHECKLIST

<b>EMERGENCY PREPARATION (cont.)</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
All exit signs visible, and free of damage, storage and clutter?				
All exit signs illuminated and remain illuminated when battery tested?				
Proper working fire alarm/smoke detector?				
Stairwells and corridors free of storage and clutter?				
Materials and equipment stored in racks or shelves stable enough to prevent falling?				
First Aid kit fully stocked and visible?				
AED clearly marked? (if applicable)				
Emergency evacuation map posted?				
Staff aware of the meeting location in the event of an emergency?				
Other considerations?				
<b>FIRE EXTINGUISHERS</b>				
<b>FIRE EXTINGUISHERS</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
All extinguishers clearly identified?				
Extinguishers easily accessible?				
Inspection tags current with initials and date of inspection?				
Other considerations?				
<b>SECURITY</b>				
<b>SECURITY</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
Are all entry ways secured from unauthorized access?				
If surveillance cameras are present, are they in working order?				
If surveillance cameras are present, are video recording devices in working order and storing video accordingly?				
Other considerations?				
<b>EYEWASH (if applicable)</b>				
<b>EYEWASH (if applicable)</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
Are there caps covering the emergency eyewash?				
Is the emergency eyewash free of dust, dirt, and other debris?				
Does the emergency eyewash function properly when turned on?				
Other considerations?				

Inspection Date \_\_\_\_\_ Program Manager/Inspector \_\_\_\_\_



## RECREATION CONTRACTOR FACILITY INSPECTION CHECKLIST

	Unsafe Condition or Work Practice	Contractor Comments	Corrective Actions Done	Due Date	Resolution Date
1					
2					
3					
4					
5					
6					

The parties below acknowledge that the above improvements have been completed and were done to the satisfaction of the Park District.

Contractor Signature:		Date:
Program Manager Signature:		Date:
Division Director Signature:		Date: