

AGENDA

**Bainbridge Island Metropolitan Park & Recreation District
Regular Board Meeting 6:00 pm
Thursday – May 2, 2024**

Bainbridge Island Recreation Center
11700 Meadowmeer Circle NE
Bainbridge Is, WA 98110
206-842-5661

Remote access options for board meetings available at www.biparks.org.

10. CALL TO ORDER

- 10.1** Roll Call
- 10.2** Adjustments to the Agenda
- 10.3** Conflict of Interest Disclosure
- 10.4** Mission Statement: The mission of the Bainbridge Island Metropolitan Park & 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.

20. PUBLIC COMMENTS

30. BOARD CONSENT

- 30.1** Minutes: Regular Board Meeting of April 18, 2024
- 30.2** Financial: Approval of vouchers and payroll.

40. GENERAL BUSINESS

- 40.1** Resolution 2024-04: Ray Williamson Pool Renovation Bond Hamlin (30 min)
Action: Motion to approve.
- 40.2** For and Against Committee Appointments Hamlin (10 min)
Action: Motion to approve.
- 40.3** Stemper Architecture Collaborative Add Service Request Keough (10 min)
Action: Motion to approve.
- 40.4** Fletcher Bay Property Acquisition Roush (10 min)
Action: Information only.
- 40.5** Bainbridge Island Japanese American Exclusion Memorial Association Long Term Lease Hamlin (10 min)
Action: Information only.
- 40.6** National Park Service Cooperative Management Agreement for Bainbridge Island Japanese American Exclusion Memorial Hamlin (10 min)
Action: Information only.

50. STAFF REPORT

60. UPCOMING MEETINGS

05/16/24	Regular Board Meeting	6 pm	Bainbridge Island Recreation Center
06/06/24	Regular Board Meeting	6 pm	Bainbridge Island Recreation Center
06/20/24	Regular Board Meeting	6 pm	Bainbridge Island Recreation Center
07/18/24	Regular Board Meeting	6 pm	Bainbridge Island Recreation Center

- 70. BOARD MEMBER REMARKS
- 80. ADJOURNMENT
- 90. ADJOURN TO EXECUTIVE SESSION IF NEEDED
- 100. EXECUTIVE SESSION
- 110. RECONVENE TO REGULAR SESSION
- 120. ADJOURNMENT

Board Committees

Governance
Capital Facilities
Program
Budget & Finance
Personnel
Ad Hoc Committee: Forest Management
Ad Hoc Committee: Sakai Site Planning

2024 Board Representatives

Swolgaard/Janow

Janow/DeWitt
Kinney/Swolgaard

Board Liaisons

Park District Committees:
Trails Advisory Committee
Dog Advisory Committee

Community/Public Agencies:
Bainbridge Island Parks & Trails Foundation
Bainbridge Island School District
City of Bainbridge Island

Goodlin/DeWitt
Kinney/Janow

Goodlin/Janow

**BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT
REGULAR BOARD MEETING April 18, 2024
BAINBRIDGE ISLAND RECREATION CENTER**

CALL TO ORDER: A quorum being present, the meeting was called to order at 6:00 pm by Chair Swolgaard.

BOARD MEMBERS PRESENT: Ken DeWitt, Dawn Janow, Jay Kinney, Tom Swolgaard.

ADJUSTMENTS TO AGENDA: Add item 40.8 to the end of general business for updating the memorandum of understanding with the Bainbridge Island Japanese American Exclusion Memorial Association.

MISSION STATEMENT: Chair Swolgaard read the Park District’s mission statement: The mission of the Bainbridge Island Metropolitan Park & 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.

PUBLIC COMMENTS

Tom Kelly spoke in support of covered pickleball courts on Bainbridge Island.

BOARD CONSENT

APPROVAL OF MINUTES:

Upon hearing there were no corrections to the minutes of the April 4, 2024 regular board meeting, Chair Swolgaard stated the minutes stand approved as submitted.

APPROVAL OF PAYMENTS: MSC: DeWitt/Janow: I have reviewed the following vouchers, warrants and electronic payments and move that they be approved for payment.

Batch Date	Fund Number & Name	Warrant Numbers	Total Batch Amt	Pre-Approved
03/29/24	001 General Fund 300 Capital Improvement Fund	27620-27648	56,058.78	03/29/24
04/02/24	001 General Fund 300 Capital Improvement Fund	27649-27674	40,027.13	04/02/24
04/05/24	001 General Fund 300 Capital Improvement Fund	27675-27706	54,603.95	04/05/24
04/08/24	001 General Fund 300 Capital Improvement Fund	27707-27708	41,785.07	04/08/24
04/10/24	001 General Fund	27709-27714	27,498.19	04/10/24

GENERAL BUSINESS

NEW STAFF INTRODUCTION: Creative Services Manager Douglas Slingerland introduced Marketing Coordinator Erin Johnston. Assistant Executive Director Amy Swenson introduced and welcomed back Procurement Manager Michelle Miller who has returned to full-time employment with the Park District after seven years pursuing other opportunities.

DRAFT RESOLUTION FOR RAY WILLIAMSON POOL RENOVATION BOND: Assistant Executive Director Amy Swenson introduced Alice Ostdiek, the Park District’s bond counsel, who drafted the bond resolution. Commissioner DeWitt said the Ray Williamson pool is 54 years old so the two references to the age of the pool in the resolution should be updated. Alice Ostdiek said the draft resolution would authorize up to 10 million dollars of bonds to be issued, with a maximum maturity of no more than 20 years, for the Ray Williamson pool renovation and related capital facilities. The ballot proposition itself

would authorize both the issuance of bonds and the excess taxes to repay those bonds. Financing details would be figured out based on the terms when and if the bonds are issued.

Commissioner Janow asked when the bond will kick in or if it would be incremental. Alice Ostdiek said there is some flexibility. One option is a drawdown loan that could be refinanced after the project is complete. Another approach would be to issue amounts multiple times as needed up to the 10-million-dollar cap. There is no obligation to issue all 10 million dollars. If it is staggered, then the property taxes would come on to people's tax rolls at different times. The related capital facilities referred to in the resolution would cover various items related to the Aquatic Center facility such as the building structure, spectator stands, locker room improvements, or system improvements. That language could be adjusted for more flexibility or to be more specific. Acting Executive Director Dan Hamlin said Commissioner Goodlin, who could not be here tonight, asked him to bring up the idea of including other support facilities in the resolution to capture the potential for putting a cover over the Bainbridge Island Recreation Center pool in anticipation of the displacement of swimmers from the Ray Williamson pool during closures for the renovation. Commissioner Janow said she would vote not to do that; her concern is what happens if the project exceeds 10-million-dollars. The Park District could potentially be left with an incomplete pool. Commissioner Kinney said as an example, if the expansion project (Phase II B) ends up costing 12.5 million dollars, and the aquatic community is asked to raise 2.5 million dollars but are unable to, the project could revert to the renovation of the current configuration (Phase II A). Alice Ostdiek said there is nothing in the resolution that binds the board to a particular project, it is up to the board to determine the exact scope of the project.

Amy Swenson shared graphics created by Joe McRitchie, who is a member of the aquatic community and an architect, showing how the facility would look if Phase II B were completed. Phase II B includes the two additional lanes and the evening of the pool depth. Senior Planner Matthew Keough first spoke to an overhead rendering of the Ray Williamson pool after completion of Phase II B, which creates a minimal amount of deck space on the east and west sides of the pool. These areas would lose spectator space and only be functional for coaching, refereeing, and passing through. Currently the northeast and northwest corners of the pool deck have storage areas which would likely be replaced with a handicap ramp on one side and space for teams to assemble on the other. Another rendering was shared, which was done without staff expertise, highlighting how a swim meet could be run. Places where spectators could potentially gather after completion of Phase II B were noted including the potential for accordion doors opening to an outside spectator space and retractable bleachers on the north end of the pool. A third rendering showed that Phase II B would shift the pool a bit to the north as well as the proposed 6.5 foot even depth across the pool. This rendering also includes the assumption of the deck being raised up level with the last step of the current spectator seating. This option is respectful of the goal to have a relatively level elevation with the ground outside so that spectators outside would be at the level of the pool. Also, the last step is part of the foundation as it is the basis for the glulam arches. Dan Hamlin said there has been concern about the risk of excavating under the existing tank and only a little less than half of the new pool tank would need to be excavated by no more than two feet.

Orlando Boleda spoke in support of Phase II B.

Ann Marie Borys is a member of Bainbridge Aquatic Masters and spoke about the therapeutic value of the pool.

Steve Louis is a member of BAM and spoke in support of Phase II B.

Joy Archer is the co-chair of the bond campaign committee and asked for a unanimous vote from the board in support of the resolution at the next board meeting.

Ken Bennett is a member of BAM and spoke in support of Phase II B.

Eric Thompson said he is supportive of more lanes but has great concerns about the methodology of this process from an engineering standpoint and said sometimes it is easier to build something new than tear something out and rebuild it.

Bridget Young does not live on the island, but the Ray Williamson pool has been an important part of her family's life, and she supports the improvements.

Brian Fort is the parent of Bainbridge Island Swim Club swimmers and the husband of a BAM swimmer and spoke in support of Phase II B.

Commissioner Janow said she is going to advocate for people not in the room. Taxpayers are already subsidizing aquatic programs to a large degree. While the Ray Williamson pool is busy during prime time, there are plenty of times during the day when the pool is not full. It can be argued that it is not adequate but there are 10 lap lanes at the Aquatic Center. She thinks a bond is a lot to ask of the community and her question is what is needed versus what is desired. The pools Stemper Architecture Collaborative has renovated in Seattle were identical in age to the Ray Williamson pool, so repairing the pool in its current configuration is consistent with other municipalities. The Park District's mission is recreation. She thinks there needs to be a voice that recognizes that this is an expensive and elite community as it is and that advocates for the people who are not able to live here. It has already been decided that the pool will be renovated in its current configuration without asking taxpayers to reach deeper into their pockets. She would love to see this, and other big-ticket projects move forward, which are not without merit. However, as an elected official who represents all islanders, she feels there needs to be a person who is going to recognize the challenges it takes to live here.

Commissioner Kinney said pools are expensive. It is going to cost approximately 5 million dollars just to keep the Ray Williamson pool going in the current configuration and another 5 million dollars for Phase II B. That is money that could be spread around on multiple other projects that will not get funded and being equitable to all citizens and not favoring any one group is a big consideration. He is leaning towards supporting the resolution. One must look at it as spreading the money out over many years. The island's population is going to increase, and this is a way to increase capacity now which will help now and in the future. He is hoping that the aquatic community not only fundraises among themselves but that they sell this idea and get donations from other members of the community. This is going to help the island for several generations, and the chance to do it is now. Commissioner DeWitt said he is leaning towards the bond because he can see more programming opportunities. Even 25 years ago there were waiting lists for swimming lessons. Living on an island, kids need to be able to learn to swim. It is important to have a pool that is more user friendly to groups like water polo. He would like to see a facility that has more utility. It will be up to the community to decide whether Phase II B is going to happen.

MEETING ADJOURNED to a three-minute recess at 6:59 pm with announced time to reconvene at 7:02 pm. **MEETING RECONVENED** at 7:02 pm.

STRAWBERRY HILL PARK CONCEPT PLAN: Senior Planner Matthew Keough said the public process for the Strawberry Hill Park concept plan started over two years ago. The guidelines for the concept plan were: 1) program spaces, activities, and amenities, 2) improve circulation and accessibility, and 3) coordinate infrastructure and improvements. When the plan was last presented it was noted that field three does not need to be reoriented at this time. However, there is an idea that at a future time there could be a field renovation project. The color coding is meant to show intention and position the Park District to think about future improvements. The circulation plan shown is one potential route, and the commitment is only to add circulation when needed and where it is best. There is concern about the road cutting through the central play area to provide access to Strawberry Hill Center. The sports venue is purposely vague and includes the availability of space for parking and infrastructure to support a sports venue if it were to be built at Strawberry Hill Park. There is flexibility in how a

concept plan gets interpreted, but a footprint is being reserved and it lets the community know what is being worked towards. The perimeter trail was moved further into the property and will require a specific set of development standards.

Commissioner Kinney asked if anything in the concept plan would preclude the sports venue from becoming larger. Matthew Keough said not unless by becoming larger it would preclude something else in the plan that has been committed to. **MSC: Janow/DeWitt: Motion to approve the Strawberry Hill Park concept plan.** Commissioner Kinney said he thinks it is a wonderful place to build more tennis and pickleball courts. Commissioner Janow thanked the generous donor and the Bainbridge Island Parks & Trails Foundation for their work as a partner in expanding this park.

RESOLUTION 2024-03: AMENDED 2024 CAPITAL IMPROVEMENT FUND BUDGET: Assistant Executive Director Amy Swenson and Park Services Superintendent David Harry talked through the items in the amended 2024 Capital Improvement Fund budget. The amendment to the budget was driven by the need to accommodate funding for Phase I of the Ray Williamson pool renovation project and for the recent acquisition of the addition to Strawberry Hill Park which has been referred to as the Comcast Property. **MSC: Janow/DeWitt: Motion to approve amended 2024 Capital Improvement Fund budget.**

PARK PLANNING UPDATE: Senior Planner Matthew Keough said the City of Bainbridge Island's comprehensive plan update process has put three alternatives for the future of park planning in front of the community in a draft environmental impact statement. The second and third options make space for COBI's intention for park zoning either through a park zone or through park provisions within the code. The preferred alternative has not been decided. The Park District has advocated for years and now there is an expression of intent for park planning or development standards to implement the comprehensive plan vision. Comprehensive plan implementation happens through development code and programs and the Park District would like to see a commitment to outcomes. There is an awareness on behalf of COBI as to why certain things about Park District projects are not making sense. The current code and zone do not speak to parklands. Parks currently fall mostly in rural residential zoning.

TRAIL EASEMENTS: Park Services Superintendent Lydia Roush said the Bainbridge Island Parks & Trails Foundation has been working on trail easements in five zones. All five zones have been identified as desired for increased connectivity between parks and existing trails. She noted that none of these areas are currently open to the public.

The first zone is from West Port Madison to Dolphin Drive and goes across part of the Bloedel Reserve's property. BIPTF will build the trail and plans to work with the community to name it. **MSC: Janow/DeWitt: Motion to approve the acquisition of the West Port Madison to Dolphin Drive trail once the Bainbridge Island Parks & Trails Foundation completes the build.**

The second zone is Johnson Farm to Gazzam Lake Nature Preserve and will require three easements. The Park District may be responsible for building part of the trail but 2/3 of the trail already exists. Property owners are asking that bikes be restricted on the trail. Staff have been clear that while signage will be posted regarding restricting bikes, the Park District does not enforce that. **MSC: Janow/DeWitt: Motion to approve the acquisition of the three easements to complete the Johnson Farm to Gazzam Lake trail connection.**

The third zone is the Winslow ravine west of Deercliff Road. The project developer will build the trail. A goal would be to connect it to John Nelson Trail someday via a bridge across the ravine. **MSC: Janow/DeWitt: Motion to approve the acquisition of the Deercliff trail easement.**

The fourth zone is Nutes Pond north to Sunny Hill which will require two easements. While the BIPTF would permit and build the trail, the Park District would probably be responsible for building some boardwalks and a small bridge, which BIPTF plans to fund. **MSC: Janow/DeWitt: Motion to approve the acquisition of the two easements required to complete the Nutes to Sunny Hill trail connection.**

The fifth zone is Nutes Pond to Fort Ward and consists of five easements which would be transferred from BIPTF as they are secured. **MSC: Janow/DeWitt: Motion to approve the acquisition of the five easements required to complete trail connection from Nutes to Fort Ward neighborhood.**

PUGET SOUND ENERGY EASEMENT AT SAKAI PARK: Park Services Superintendent David Harry said the power poles at Sakai Park need to be moved to accommodate the Madison Avenue sidewalk project and so the entryway can be realigned with the entryway to the Aquatic Center. The Puget Sound Energy power pole easement is ten feet wide on each side of the proposed power pole alignment, so some site adjustments could be made. The power pole on Madison Avenue would move about 40 feet south. The second power pole would move about 25 feet further into the park to service the life estate and the remainder of the power poles would stay where they are now.

UPDATING THE MEMORANDUM OF UNDERSTANDING WITH THE BAINBRIDGE ISLAND JAPANESE AMERICAN EXCLUSION MEMORIAL ASSOCIATION: Acting Executive Director Dan Hamlin said that item three in the memorandum of understanding has been updated to extend the MOU between Bainbridge Island Japanese American Exclusion Memorial Association and the Park District for 50 years. For grant purposes, over the last several years BIJAEMA has needed to be able to demonstrate they have at least 25 years of tenure on the site. Staff propose this extension, so the MOU does not need to be updated every year. **MSC: DeWitt/Kinney: Move to approve the amended MOU with the Bainbridge Island Japanese American Exclusion Memorial Association.**

STAFF REPORT

Recreation Division: Recreation Division Director Madison Collins said the job fair on Monday went well with 60-70 people, mostly youth, attending the event.

Park Services Division: Park Services Superintendent Lydia Roush said staff is gearing up for the Earth Day Expo. Moritani Preserve tree thinning will wrap up next week. The Environmental Protection Agency is getting ready to start the riprap project at the Wycoff site for which the lower parking lot at Pritchard Park will be closed.

Acting Executive Director Dan Hamlin said the Park District will have a float in the 4th of July parade. The Farmers' Market is not prioritizing non-profit or agency booths this year so whether the Park District will get booth space will be dependent on interest from priority booths. Executive Services Manager Helen Stone completed the refresher training required by the Open Government Training Act for public records officers. Comcast has signed the Stipulated Judgement and Decree of Appropriation. Once it is signed by the judge and the final payment is delivered to the court the Park District will officially own the property.

BOARD MEMBER REMARKS:

- Commissioner DeWitt said the Finance Committee met twice, once regarding the Ray Williamson pool renovation and once regarding the amended Capital Improvement Fund budget.
- Commissioner DeWitt said things are looking good at Moritani Preserve, which he checked out after seeing a logging truck in Winslow this morning,
- Commissioner Kinney said regarding the tennis/pickleball court area that might be developed at Strawberry Hill Park, at some point the pickleball group is going to want to get feedback about plans for covered courts.
- Commissioner Janow said the Park District continues to grow, and in the recent Finance Committee meetings the topic of what the tipping point is for sustainability in terms of maintenance and staffing was brought up and is something to be mindful of.

MEETING ADJOURNED at 8:23 pm.

Helen Stone
Dan Hamlin
BAINBRIDGE ISLAND METROPOLITAN
PARK & RECREATION DISTRICT

BY: _____
John Thomas Swolgaard

BY: _____
Dawn Janow

BY: _____
Kenneth R. DeWitt

BY: _____
Jay C. Kinney

ATTEST: _____
Tom Goodlin

DRAFT



Memorandum

Date: April 26, 2024

To: BIMPRD Board of Commissioners

From: Dan Hamlin, Acting Executive Director
Bainbridge Island Metropolitan Park & Recreation District

Subject: Ray Williamson Pool Renovation Update

Background:

The following outline is meant to capture the timeline and topics of conversation the District has had in assessing the best solution for the Ray pool replacement or renovation due to its age. The discussion has taken several turns due to the findings throughout the years.

1. In 2016 discussions began about a potential new pool to replace the Ray Williamson Pool for a number of reasons, including:
 - a. Aging infrastructure
 - b. Code and safety concerns
 - c. Desire for more, and better, pool space
2. During the initial Sakai Park planning process, also launched in 2016, a new 50-meter pool was identified by the community as one of several options for development of the Sakai Park property.
3. The Board of Commissioners later in September 2017 determined the Sakai Park site not to be suitable for a new pool due to the available space and cost of operation. Reasons included:
 - a. A new pool would utilize the entire buildable footprint
 - b. A new pool would require double the staffing and costs for operation due to the Nakata pool being left in place
4. A study conducted by Aquatic Design Group and presented to the board in August 2017 revealed a couple of options:
 - a. Renovate the Ray
 - b. Build a new pool (with 3 options)

This study was conducted with extensive aquatic community and aquatic staff input,

and concluded the renovation of the Ray would not best serve the community, cost at least 1.4 million dollars, and would likely produce nothing more than a “band aid” fix for the Ray. So, the board, with the assumption that a new pool could cost as little as \$11 million, launched a second study of what it would take to construct a new pool.

This decision was based on the information known to the District at that time.

5. In 2018 Coates Design Architects conducted an extensive aquatic community and aquatic staff input process on three new pool concepts, including 25x25 yard, 33x25 yard, and 50x25 yard options. This study was concluded in fall of 2019. Costs were excessively higher than previously thought. The least costly option, 25x25, was estimated to cost approximately \$30 million. Also, at this time, KPFD was considering funding a 50-meter pool only. That funding was ultimately denied after extensive District effort to apply for the grant that was available, leaving the full fundraising effort to the District and community. KPFD had no interest in the smaller two pool sizes, making the potential funding unavailable for those two options. Much work was needed to negotiate a new pool footprint with BISD as well. The potential cost and realization that a bond would need to be passed caused the District to pause the planning until further information could be gathered.
6. This crossroads left the District with no immediate path forward for a new pool. Efforts then turned to ensuring the Ray did not have an imminent failure requiring shut down. At this point the COVID-19 pandemic shut down discussions and investigations for an extended period of time.
 - a. During the pandemic many safety and code issues were resolved within the District’s Capital Improvement Fund budget in an effort to avoid having to close the Ray pool.
 - i. Decking
 - ii. Electrical and other system improvements
7. In late 2021, once the pandemic was beginning to have less of an impact on operations, staff suggested conducting yet another study on how to rehabilitate the Ray to determine up-to-date cost and feasibility of that project. It was also discovered through this process that this repair would provide a stable pool for at least a couple decades, however additional pool space and depth improvements were not being considered at that time.
8. In December of 2021 the District contracted with Stemper Architecture Collaborative to perform a comprehensive assessment of the Ray complete with critical condition items to reassess the cost and determine if the Ray could be renovated within the District’s funding ability. That effort provided 15 critical condition items.
9. Late 2023 Stemper’s assessment and design team began wrapping up permit preparations. The project’s 15 critical condition items were split into two phases. Summer/fall 2024 for phase 1, and summer/fall 2025 for phase 2. Phasing was determined necessary due to the high water table in the winter months making the work more difficult and expensive.

10. It was suggested in December 2023 that additional lanes could be added to this project to increase pool space. The District directed Stemper to conduct a feasibility study and provide cost estimates on what that additional work would look like and what the additional costs would be. What is being considered at this time:
 - a. Adding two lanes consistent with existing lane width.
 - b. Creating an even pool depth of up to 6.5 feet.
 - c. Spectator solutions (widening the pool would reduce deck space).
11. The additional lane review and approval required a quick turnaround due to the code updates, rising annual costs, and potential for closure of the facility due to a major component failure.
12. February 28, 2024 staff held an informational meeting at the Aquatic Center.
 - a. 54 members of the public attended in person, 40 attended via zoom.
 - b. A survey was conducted, and results were shared at the March 21, 2024 board meeting.
 - i. 275 responses
 - ii. 67% supported adding 2 lanes (75% is a common indicator of consensus)
13. At the March 7, 2024 board meeting the board passed a motion establishing funding for the original \$5.5 million 6 lane (phase 2A) renovation project and deferred discussion of the 8 lane (phase 2B) option until a later board meeting.
 - a. Funding included:
 - i. Up to \$2.5 million from District reserves
 - ii. A combination of fundraising, grants, and loans
14. It is important to note that during this entire discussion dating back to 2016 there have been consistent priorities throughout the process:
 - a. Safety issues must be addressed as they are identified.
 - b. Keep the Ray operational.
 - c. Assess all options thoroughly.
 - d. Make the best decisions for the entire island, weighing the cost vs benefit of all options carefully.
 - e. Consistent throughout the past decade, the aquatic community and aquatic staff have reported that the Ray pool is reaching the end of its useful life, and aquatic needs both now and in the future, are not being met with the current configuration.

Current Status:

15. At the April 18, 2024 board meeting the board reviewed the initial draft of a resolution for a Ray renovation bond measure and provided feedback for a final draft.
 - a. The potential bond provides the aquatic community an opportunity to lobby the larger community to support the expansion of the Ray during the renovation project.
 - b. If the bond fails the District plans to renovate the Ray in the existing

configuration utilizing existing District funds, fundraising/donations, and loans to cover the estimated \$5.5 million project as approved by motion at the March 7, 2024 board meeting.

- i. This will have an impact on future capital projects due to the funds to pay back the loan likely coming from the Capital Improvement Fund.

Next Steps:

16. At the May 2, 2024 board meeting the board will be asked to consider a final draft of the resolution to put a bond measure before the community for up to 10 million dollars to add two additional lanes and even the pool depth during the Ray Williamson Pool renovation. The election will be in August 2024.
 - a. A campaign committee has formed.
 - b. Potential members of the “For” and “Against” committees for the voters’ pamphlet have expressed interest.

BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT
KITSAP COUNTY, WASHINGTON
RESOLUTION 2024-04

AN RESOLUTION of the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, providing for the submission to the voters of the District at a special election to be held therein on August 6, 2024, in conjunction with the State primary election to be held on the same date, of a proposition authorizing the District to issue its general obligation bonds, for the purpose of renovating, rehabilitating, reconstructing, refurbishing, expanding, and undertaking other improvements to the existing Aquatic Center, including the 54-year old Ray Williamson Pool and related capital facilities, in the principal amount of no more than \$10,000,000, payable by annual property tax levies to be made in excess of regular property tax levies, and to levy those excess property taxes.

BE IT RESOLVED BY the Board of Commissioners (the “Board”) of Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington (the “District”), as follows:

Section 1. **Findings and Determinations.** The Board hereby makes the following findings and determinations:

1.1 Background. Built in 1970, the Ray Williamson Pool has been in continual operation for 54 years. Recent years have seen increased maintenance requirements at the pool. The electrical and heating/cooling systems have reached the end of their lives and pose real threats of failure and permanent pool closure. In spring 2024, a new building code goes into effect that will require upgrades that will compromise the benefits of using the existing building.

1.2 Project Description. The proposed 2-phase improvement project would make needed improvements to the Aquatic Center building, HVAC, heating systems, and roof structure, while preserving the existing wooden building structure and roof. To streamline permitting, the project would work within the existing footprint created by agreement with the School District, who owns the land. It would improve, and potentially expand, the pool itself to better accommodate community and programming needs, including greater accessibility to high-demand uses, such as swim lessons. The District expects to begin Phase 1 of the project in 2024, while it continues to develop and refine the scope and plans for Phase 2 of the Project, which would begin in 2025. The scope of Phase 2 would be adjusted to reflect community input and availability of additional funding from grants, private fundraising and similar sources. In addition to its capital reserves, the District expects to pay the costs of the Project from grants, private fundraising, and the issuance of general obligation bonds, as described in this resolution.

1.3 Project and Purpose. The District is in need of funds to finance all or a portion of the cost of renovating, rehabilitating, reconstructing, refurbishing, expanding, and undertaking other improvements to the existing Aquatic Center, including the 54-year old Ray Williamson Pool and related capital facilities

(the “Ray Williamson Pool Renovation Project” or the “Project”) all as described in Section 3, and to pay incidental costs incurred in connection with carrying out such Project, the estimated cost of which is expected to be approximately \$10,000,000.

1.4 Submission to Voters. The Board has determined that it is in the best interests of the District and its taxpayers to submit to the voters this ballot proposition approving the issuance of bonds or other evidences of indebtedness issued or entered into to finance all or a portion of the Project (the “Bonds”) to be repaid by a special excess levy for this purpose.

Section 2. Description of Proposed Bonds.

2.1 The Bonds may be issued in a maximum aggregate principal amount of not more than \$10.0 million, and may be issued in one or more series, as a single bond or multiple bonds, as a part of a combined issue with other authorized bonds, all as deemed advisable by the District and as permitted by law.

2.2 Each series of the Bonds shall be issued as fully registered bonds, bearing interest payable as permitted by law, and shall mature within 20 years from its date of issue, or within any shorter period fixed by the District. The Bonds shall be issued and sold in such manner, at such times and in such amounts as shall be required for the purpose for which such bonds are to be issued. The specific date(s), form, terms, option of prior redemption, price, interest rate or rates and maturities of the Bonds (or parameters with respect to the same) shall be hereafter fixed by Resolution of the District.

2.3 The Bonds shall be paid by annual property tax levies sufficient in amount to pay both principal and interest when due, which annual property tax levies shall be made in excess of regular property tax levies without limitation as to rate or amount but only in amounts sufficient to meet such payments of principal and interest as they come due.

2.4 Pending the issuance of the Bonds, the District may issue short-term obligations pursuant to chapter 39.50 RCW or such other obligations as are permitted by law to pay for the costs of the Project. Such obligations and their costs may be paid or refunded with proceeds of the Bonds when issued.

Section 3. Purpose and Description; Use of Proceeds of the Bonds.

3.1 Description of the Project. The Ray Williamson Pool Renovation Project includes renovating, rehabilitating, reconstructing, refurbishing, expanding, and undertaking other improvements to the Aquatic Center, including the existing 54-year old Ray Williamson Pool and related capital facilities. The economic life of the Project is expected to exceed the life of the Bonds.

The cost of all necessary architectural, engineering, legal and other consulting services; site acquisition or improvement (e.g., clearing and demolition); on and off-site utilities and related improvements; payments for fiscal and legal expenses; printing, advertising, establishing and funding accounts; necessary and related planning, consulting, inspection and testing costs; administrative expenses; and other similar activities or purposes incurred in connection with the Project shall be deemed a part of the costs of such capital improvements. The District may modify details of the Project as it may find necessary or advisable. The Project, or any portion or portions thereof, shall be undertaken insofar as is practicable with available money and in such order of time as shall be deemed necessary or advisable by the District.

3.2 Use of Proceeds of the Bonds. The proceeds of the Bonds shall be used for capital purposes only (which shall not include the replacement of equipment) to pay the costs of the Project and to pay costs related to the sale, issuance and delivery of the Bonds. The District shall determine the application of

available money between the various portions of the Project so as to accomplish, as near as may be, all of the Project. If available money from the proceeds of the Bonds is more than sufficient to pay the costs of the Project, or if state or local circumstances require any alteration in the Project, the District may acquire, construct, equip and make other capital improvements to the District's facilities or may retire and/or defease a portion of the Bonds, all as the District may determine and as permitted by law. If the proceeds of the sale of the Bonds and other available money are insufficient to make all of the capital improvements herein provided for, or if it has become impractical to accomplish the Project or portions of the Project, the District may use the proceeds of the Bonds and other available money for paying the costs of those portions of the Project deemed by the District to be most necessary and in the best interest of the District.

Section 4. Calling of Election. The District requests that the Kitsap County Auditor (the "Elections Officer") call and conduct a special election in the District, in the manner provided by law, to be held therein on August 6, 2024, in conjunction with the State primary election to be held on the same date, for the purpose of submitting to the voters of the District, for their approval or rejection, the question of whether or not general obligation bonds of the District shall be issued in the principal amount of not more than \$10,000,000 (or such lesser maximum amount as the District may determine and as may be legally issued under the laws governing the limitation of indebtedness), the proceeds of which shall be expended to pay the costs of the Project, and annual excess property taxes shall be levied to pay and retire the Bonds, all as described in this Resolution.

If such proposition is approved by the requisite number of voters, the District shall be authorized to issue the Bonds in the manner described in this Resolution, to spend the proceeds thereof to pay the costs of the Project and the costs of issuance and sale of such Bonds, and to levy excess property taxes to pay and retire such Bonds.

Section 5. Ballot Proposition. The Executive Director and other proper District officials are authorized and directed to certify, no later than May 3, 2024, to the Elections Officer, as *ex officio* supervisor of elections in the District, a copy of this Resolution and the proposition to be submitted at that election in the form of ballot title as set forth in Exhibit A, which is attached and incorporated by this reference. For purposes of receiving notice of any matters related to the ballot title, as provided in RCW 29A.36.080, the District hereby designates its Assistant Executive Director (Amy Swenson, 206-842-5661 ext. 123, amy@biparks.org) and its Bond Counsel, Stradling Yocca Carlson & Rauth LLP (Alice Ost diek, 206-829-3002, aostdiek@stradlinglaw.com), as the persons to whom such notice shall be provided.

Section 6. Authorization of Local Voters' Pamphlet. The District authorizes preparation and distribution of a local voters' pamphlet, including an explanatory statement and statements in favor of and in opposition to the ballot measure, if any. The preparation of explanatory statement, the appointment of pro/con committees and the preparation of statements in favor or and in opposition to the ballot title shall be in accordance with chapter 29A.32 RCW and the rules and guidelines of the Elections Officer. The Executive Director is authorized to take all additional action necessary or convenient in connection with the voters' pamphlet.

Section 7. General Authorization; Ratification. The Executive Director and other proper District officials are authorized to perform such duties as are necessary or required by law to the end that the question of whether or not the Bonds shall be issued and excess taxes necessary to pay and retire the Bonds be levied, all as provided in this Resolution, shall be submitted to the voters of the District at the August 6, 2024 election. Any action taken consistent with the authority and prior to the effective date of this Resolution is hereby ratified, approved and confirmed.

Section 8. **Intent to Reimburse.** The Board declares that to the extent that the District makes capital expenditures for the Project, prior to the date the Bonds or other short-term obligations are issued to finance the Project, from funds that are not (and are not reasonably expected to be) reserved, allocated on a long-term basis or otherwise set aside by the District under its existing and reasonably foreseeable budgetary and financial circumstances to finance the Project, those capital expenditures are intended to be reimbursed out of proceeds of the Bonds or other short-term obligations issued in an amount not to exceed the principal amount of the Bonds provided by this Resolution.

Section 9. **Severability.** If any provision of this Resolution is declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be severable from the remaining provisions of this Resolution, and shall in no way affect the validity of the other provisions of this Resolution, or of any other Resolution or resolution authorizing the Bonds described herein, or of the Bonds themselves.

Section 10. **Effective Date.** This resolution shall become effective immediately upon its adoption.

ADOPTED by the Board of Commissioners of Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, at a regular meeting thereof, this 2nd day of May, 2024, the following Commissioners being present:

John Thomas Swolgaard

Dawn Janow

Kenneth R. DeWitt

Jay C. Kinney

ATTEST:

Tom Goodlin

APPROVED AS TO FORM:

Alice Ostdiek, Stradling Yocca Carlson & Rauth LLP
Bond Counsel

Exhibit A

Proposition 1
Bainbridge Island Metropolitan Park & Recreation District
Ray Williamson Pool Renovation Bonds

The Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District has adopted Resolution 2024-04, regarding financing the renovation of the Aquatic Center facilities.

If approved, this proposition would authorize the District to renovate, rehabilitate, reconstruct, refurbish, expand, and/or undertake other improvements to the existing Aquatic Center, including the 54-year old Ray Williamson Pool and related capital facilities. It would authorize issuance of not more than \$10,000,000 of general obligation bonds maturing within no more than 20 years and the annual levy of excess property taxes to pay and retire such bonds, all as provided in Resolution 2024-04.

Should this proposition be approved?

- YES.....
- NO



Memorandum

Date: 4/24/24

To: BIMPRD Board of Commissioners

From: Matthew F. Keough, Senior Planner
Bainbridge Island Metropolitan Park & Recreation District

Subject: Add Service Stemper Contract Pool Renovation Update

Background:

Stemper Architectural Collaborative was originally contracted in December 2022 under a Design and Engineering contract to perform a critical condition assessment of the Ray Williamson Pool. In February 2023, the contract was first amended per the Board's direction to prepare a scope of work to address the identified 15 critical conditions in a single renovation effort. The contract was amended for the second time in June 2023 for Stemper to advance the schematic plans into construction documentation, preparing the project for cost estimates, permitting, and budget allocation. That amendment anticipated Stemper's project and construction management tasks through closeout of the construction. Based on the Public Work Project protocol and the Maximum Allowable Construction Cost estimates at the time, the contract increased from \$111,791 to \$591,397.

Since November 2022, there have been several additional professional services required of Stemper, per acknowledgement of the Park District. In good faith and to efficiently advance the project without delay, Stemper completed 5 specific tasks beyond their existing scope and fee:

- 1] MLA (structural engineer, subcontractor) to design the replacement of the pool deck slab in lieu of repairs, and associated linear trench drain replacement, at a cost of \$12,981;
- 2] Stemper AC to provide assistance in developing standardized Division 00 and 01 specifications for the Public Work Projects at the Park District at a cost of \$14,000;
- 3] Stemper AC and team to investigate and provide 3 cost estimates to a) deepen the pool to 6'-6", b) add 1 lane, and c) add 2 non-regulation lanes, at a cost of \$20,725;
- 4] Stemper AC and team to revise the 95% CD project documents into 2 sets of documents for 2 construction phases, at a cost of \$6,980

5] Stemper AC to provide a revised cost estimate for phase 1 with multiple bid alternates, at a cost of \$2,200.

Additional services are expected on complex projects and often yield efficiencies. Stemper continues to move the project forward acknowledging additional items as project needs and in relation to cost-effective measures. For example, facing the need for a Hazardous Material Inspection and Removal Plan, Stemper recently advised the District to hire the service directly in order to save on the standardized overhead fees that would be charged had it been added into their contract to oversee.

The added services described here and necessarily incorporated into the project, will add \$59,166 to the current Stemper AC contract. Once approved, the Stemper AC contract will officially increase from \$591,397 to \$650,563. At around 12% of the anticipated construction cost for the entire project, their fee remains consistent with efficacious design, engineering, construction administration services.

Proposed Motion:

“Finding the 5 listed additional service items consistent with the current Stemper AC contract but not specifically identified in the contracted scope of work, Move to authorize these add services and increase the Stemper AC contract by \$59,166.”

DRAFT

**Lot Donation:
Parcel Number 4192-000-017-0001**

May 2, 2024



DRAFT



DRAFT



Donation



0.40 Acres



Connection to
Street End



Existing Trails &
Community Use



Invasive
Management

DRAFT

MOTION TO APPROVE

Acquisition of donated parcel number
4192-000-017-0001.



Bainbridge Island
Metro Park & Recreation District

**Cooperative Management Agreement
between the
Bainbridge Island Metro Parks & Recreation District
and the
United States Department of the Interior, National Park Service
for the
Cooperative Management of the
Bainbridge Island Japanese American Exclusion Memorial**

This Cooperative Management Agreement (Agreement) is entered into, by and between the National Park Service (NPS), a bureau of the United States Department of the Interior, acting through the Regional Director, Interior Regions 8, 9, 10, and 12, and the Executive Director of the Bainbridge Island Metro Park & Recreation District (District).

The purpose of this Agreement is to set forth the terms and conditions under which the NPS and the District will cooperate in the management of the Bainbridge Island Japanese American Exclusion Memorial (Memorial). Throughout this Agreement, the NPS and the District may be each referred to as “Party” or jointly as the “Parties.”

Article I – Background and Objectives

The District owns 8-acres of land (with a small inholding by the City of Bainbridge Island) that compromises the Memorial as part of a 50-acre park (Pritchard Park) with parking, walking trails, and shore access. The District is also the property owner of the Memorial’s visitor facilities. The NPS does not seek to acquire the Memorial’s land or visitor facilities.

NPS administrative responsibility for the Memorial has been assigned to the staff of Seattle Area National Park Sites. In addition to the District, the NPS partners with three other organizations for the development, management, and interpretation of the Memorial:

- Bainbridge Island Japanese American Exclusion Memorial Association (www.bijaema.org): Dedicated to overseeing a permanent memorial at the site from which the Japanese and Japanese Americans of Bainbridge Island were forcibly excluded under Executive Order 9066 and Civilian Exclusion Order No. 1 during World War II.
- Bainbridge Island Japanese American Community (www.bijac.org): Dedicated to honoring the heritage of the Issei (first-generation Japanese) who came to the United States, and particularly to Bainbridge Island, to make a new life for themselves and their children.

- Bainbridge Island Historical Museum (www.bainbridgehistory.org): Dedicated to preserving and sharing the stories of Bainbridge Island to promote a greater understanding of our community and the world in which we live.

P.L. 110-229 (May 8, 2008), as amended by P.L. 113-171 (September 26, 2014), Sec.313(b)(1) created the Memorial to be “administered as part of Minidoka National Historic Site” to commemorate the Japanese Americans of Bainbridge Island who were “the first to be forcibly removed from their homes” and sent to concentration camps during World War II.

P.L. 110-229 (May 8, 2008), as amended by P.L. 113-171 (September 26, 2014), Sec.313(b)(2)(B) provides the authority for the NPS to “enter into agreements with the City of Bainbridge Island, Washington; the Bainbridge Island Metropolitan Park and Recreation District; the Bainbridge Island Japanese American Community Memorial Committee; the Bainbridge Island Historical Society; and other appropriate individuals or entities” for the administration of the Memorial.

This Agreement will allow the NPS and the District to cooperatively manage interpretive services (e.g., hosting visitors and answering questions; leading tours; conducting historical research; developing exhibits, waysides, and informational handouts; and, managing content shared via the web and social media) at the Memorial.

Article II – Authority

A. The NPS enters into this agreement pursuant to:

1. 54 USC §100101 et seq. directs the Secretary of the Interior to promote and regulate the use of the National Park System by such means and measures as conform to the fundamental purpose of the System units, which purpose is to conserve the scenery and natural and historic objects and wildlife therein and to provide for the enjoyment of these resources in a manner and by such means as will leave them unimpaired for the enjoyment of future generations; and,
2. 54 USC §101703 authorized the Secretary, under such terms and conditions as the Secretary considers advisable, to enter into an agreement with a State or local government agency to provide for the cooperative management of the Federal and State or local park areas where a System unit is located adjacent to or near a State or local park area, and cooperative management between the Service and the State or local government agency of a portion of either the System unit or state or local park will allow for more effective and efficient management of the System unit and State or local park. The Secretary may not transfer administration responsibilities for any system unit under this paragraph.

Article III – Statement of Work

A. The NPS will:

1. Manage the Memorial as directed by P.L. 110-229 as amended by P.L. 113-171.
2. Assign the Superintendent of Seattle Area National Park Sites as the NPS lead for the cooperative management of the Memorial.
3. Provide to the District as needed/requested technical assistance, expertise, and training in interpretive services.
4. Maintain Memorial information within NPS webpages, the NPS App, and other NPS information portals.
5. Acknowledge the District as a managing partner of the Memorial in external communication.
6. Subject to Congressional appropriations, provide permanent and/or seasonal employees to provide interpretive services at the Memorial and/or provide funding under this Agreement to the District to provide such employees.
7. Conduct an annual review and approval of the Interpretive Services Plan.

B. The District will:

1. Assign the Park Services Division Director of the District as the District lead for the cooperative management of the Memorial.
2. Develop and implement an annual Interpretive Services Plan.
3. Submit an annual report and workplan to the NPS lead in October for the annual review of the Interpretive Services Plan in December.
4. Adhere to the applicable guidelines for interpretive services contained in National Park Service Director's Order 6: Interpretation and Education.
(www.nps.gov/subjects/policy/upload/DO_6_1-19-2005.pdf)

Article IV – Property Utilization

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use.

Article V – Expenditure of Funds

- A. This Agreement does not obligate NPS or the District to expend any funds in excess of appropriations authorized by law. The commitment of funds in furtherance of this Agreement shall be authorized by individual Project Agreements issued against this Agreement identifying each project or group of projects, amount of funding, key officials, and any other special terms or conditions applicable to the specific project.
- B. Unless otherwise specified, the terms and conditions as stated in this Agreement shall apply to all Project Agreements. Subsequent Project Agreements shall become part of this Agreement.
- C. Each Party shall assign unique Project Agreement numbers for use in transferring funds between the Parties. Each Project Agreement shall be fully executed in writing prior to commencement of work or obligation of funds.

Article VI – Terms of Agreement

- A. This agreement will be effective on the date of the last signature in Article XI and will continue in effect for a term of five years after that date, unless terminated earlier in accordance with Article VIII.
- B. This agreement may be modified during the annual review process, in writing, and as mutually agreeable.

Article VII - Key Officials and Notices

- A. Key officials are essential to ensure maximum coordination and communication between the Parties. The key officials for this agreement are:

Dan Hamlin
Executive Director (Acting),
Bainbridge Island Metro Parks
& Recreation District
7666 NE High School Road
Bainbridge Island, WA 98110
dan@biparks.org
206-245-7385

[NAME]
Park Services Division Director (Acting),
Bainbridge Island Metro Parks
& Recreation District
7666 NE High School Road
Bainbridge Island, WA 98110

[Email]
[Phone]

David Szymanski
Regional Director, NPS
Interior Regions 8, 9, 10, 12
333 Bush Street, Suite 500

Charles Beall
Superintendent, Seattle Area National Park Sites
319 Second Avenue S
Seattle, WA 98104

San Francisco, CA 94104-2828 charles_beall@nps.gov
pwr_regional_director@nps.gov 206-220-4232
415-623-2121

- B. Notices – Each Party will address Notices or other official communications regarding this agreement to the other Party’s Key Officials.
- C. Changes in Key Officials – At any time either Party may change its key officials through a modification of the Agreement per Article VII.

Article VIII – Modification of Agreement

- A. This agreement may be modified only by a written instrument executed by the Parties.
- B. The Interpretive Services Plan may be modified annually as needed, following the annual review, and as signed by the Parties.

Article IX – Resolution of Material Breaches and Termination of Agreement

- A. Both parties acknowledge that cooperative management of the Memorial is in the best interest of the public, and that both parties provide resources and expertise that make the partnership a success. Both Parties agree to make a good faith effort to resolve issues at the lowest level possible, generally between the NPS Superintendent and the District Park Services Division Director. Either Party may seek a remedy by recommending a revision to the Interpretive Services Plan during the annual review.
- B. If issues arise under this agreement that are not satisfied at the NPS Superintendent and the District Park Services Division Director level, the NPS Regional Director will seek to resolve the issue or material breach with the District Executive Director.
- C. Nothing in this Article VII shall be construed to suggest that termination is the sole remedy for material breach of this agreement. Both Parties retain all remedies available to them under law for damages resulting from breach of this agreement.
- D. The District may initiate an action to terminate under this article by notifying the NPS in writing at least 180 days in advance, of the specific reasons why it can no longer collaboratively manage the Memorial.

Article X – Liability

- A. To the extent authorized by applicable law, each Party will be responsible for the acts or omissions of its officers or employees while acting within the scope of their office or employment.
- B. Each Party to this agreement acknowledges that **the other Party is self-insured.**

Article XI – Standard Clauses

- A. Member of Congress.** Pursuant to 41 U.S.C. §22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
- B. Severability.** If any provision of this Agreement or the application thereof to any Party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.
- C. Captions and Headings.** The captions, headings, article numbers, and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
- D. Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.
- E. Non-Discrimination:** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- F. Lobbying Prohibition:** All activities pursuant to this Agreement shall be in compliance with the requirements of 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 or the related restrictions on the use of appropriated funds found in Div. F, §402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161).
- G. Anti-Deficiency Act:** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
- H. Assignment:** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS.

- I. Agency:** The Bainbridge Island Metro Parks & Recreation District is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Bainbridge Island Metro Parks & Recreation District represent itself as such to third parties. NPS employees are not agents of the Bainbridge Island Metro Parks & Recreation District and will not act on behalf of the Bainbridge Island Metro Parks & Recreation District.
- J. Non-Exclusive Agreement:** This Agreement in no way restricts the Bainbridge Island Metro Parks & Recreation District or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- K. Survival:** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement and in connection with this Agreement shall survive expiration or termination of this Agreement.
- L. Partial Invalidity:** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- M. No Employment Relationship:** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and the Bainbridge Island Metro Parks & Recreation District or its representatives. No representative of the Bainbridge Island Metro Parks & Recreation District shall perform any function or make any decision properly reserved by law or policy to the Federal government.
- N. No Third-Party Rights:** This Agreement creates enforceable obligations between only NPS and the Bainbridge Island Metro Parks & Recreation District except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
- O. Endorsements:**
1. The Bainbridge Island Metro Parks & Recreation District shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Bainbridge Island Metro Parks &

Recreation District represents. No release of information relating to this agreement may state or imply that the Government approves of the Bainbridge Island Metro Parks & Recreation District work products, or considers the Bainbridge Island Metro Parks & Recreation District work product to be superior to other products or services.

2. All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer: “The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.”
3. The Bainbridge Island Metro Parks & Recreation District must obtain prior Government approval for any public information releases concerning this agreement which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

P. Publications of Results of Studies: No party to this agreement will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties’ contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

Article XII – Authorizing Signatures

In witness here of, the Parties’ authorized representatives have signed this Agreement on the date(s) indicated below, thereby executing it.

For the District:

_____ Date _____
Dan Hamlin
Executive Director (Acting), Bainbridge Island Metro Park & Recreation District

For the NPS:

Date _____

David Szymanski
Regional Director, Interior Regions 8, 9, 10, and 12

DRAFT