

## AGENDA

**Bainbridge Island Metropolitan Park & Recreation District  
Regular Board Meeting 6:00 pm  
Thursday – April 3, 2025**

**Strawberry Hill Center**  
7666 High School Road NE  
Bainbridge Is, WA 98110  
206-842-0501

Remote access options for board meetings available at [www.biparks.org](http://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 March 20, 2025
- 30.2 Financial: Approval of vouchers and payroll.

### 40. GENERAL BUSINESS

- 40.1 Purchase and Sale Agreement with Bainbridge Island School District for their Property in Grand Forest East  
**Action:** Information only. Hamlin (10 min)
- 40.2 Restrictive Covenants and Grant of Deed of Right for Property in Grand Forest East  
**Action:** Motion to approve and direct executive director to sign. Hamlin (10 min)
- 40.3 Draft Survey for Comprehensive Plan Update  
**Action:** Information only. Keough (20 min)
- 40.4 Resolution 2025-04: Advertising and Sponsorship Policy  
**Action:** Motion to adopt. Hamlin (5 min)
- 40.5 Resolution 2025-05: Bulletin Board and Kiosk Posting Policy  
**Action:** Motion to adopt. Hamlin (5 min)
- 40.6 Resolution 2025-06: Remote Work Policy  
**Action:** Motion to adopt. Hamlin (5 min)
- 40.7 Board Stipend  
**Action:** Information only. Janow (10 min)

### 50. STAFF REPORT

### 60. UPCOMING MEETINGS

04/17/25 Regular Board Meeting 6 pm Strawberry Hill Center

05/01/25	Regular Board Meeting	6 pm	Strawberry Hill Center
05/15/25	Regular Board Meeting	6 pm	Strawberry Hill Center
06/05/25	Regular Board Meeting	6 pm	Strawberry Hill Center
06/26/25	Special Board Meeting	6 pm	Strawberry Hill Center

**70. BOARD MEMBER REMARKS**

**80. ADJOURNMENT**

**90. ADJOURN TO EXECUTIVE SESSION IF NEEDED**

**100. EXECUTIVE SESSION** — real estate, per RCW 42.30.110(1)(b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price.

**110. RECONVENE TO REGULAR SESSION**

**120. ADJOURNMENT**

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**Board Committees**

Governance  
 Capital Facilities  
 Program  
 Budget & Finance  
 Personnel  
 Ad Hoc Committee: Comprehensive Plan

**2025 Board Representatives**

Goodlin/Janow  
  
 Kinney/DeWitt  
 Goodlin/Swolgaard  
 Janow/Kinney

**Board Liaisons**

Park District Committees:  
 Trails Advisory Committee

DeWitt/Swolgaard

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

Kinney/Swolgaard

**BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT  
REGULAR BOARD MEETING March 20, 2025  
STRAWBERRY HILL CENTER**

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

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

**ADJUSTMENTS TO AGENDA:** Add item 40.7 under general business for Ray Williamson Pool Renovation – Additional Services Request 04 for Hydrogeological Services.

**MISSION STATEMENT:** Chair Goodlin read the 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.

**BOARD CONSENT**

**APPROVAL OF MINUTES:**

Upon hearing there were no corrections to the minutes of the March 6, 2025 regular board meeting, Chair Goodlin stated the minutes stand approved as submitted.

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

<b>Batch Date</b>	<b>Fund Number &amp; Name</b>	<b>Warrant Numbers</b>	<b>Total Batch Amt</b>	<b>Pre-Approved</b>
03/10/25	001 General Fund	29525-29558	83,294.74	03/10/25
03/17/25	001 General Fund	29560-29640	51,619.65	03/17/25

**GENERAL BUSINESS**

**STRAWBERRY HILL MOUNTAIN BIKE PARK BUILD BID AWARD:** Procurement Administrator Michelle Miller said the Strawberry Hill Mountain Bike Park build went out to bid January 27, 2025 and closed March 4, 2025. Three bids were received. Michelle Miller recommended awarding the Strawberry Hill Mountain Bike Park build project 20226 to Oceanside Construction Inc. in the amount of \$294,227.32 with the ability to add the alternative features as funding is secured for each up to an additional \$122,029.89 for a total not to exceed \$416,257.21. **MSC: Janow/DeWitt: Motion to approve the Strawberry Hill Mountain Bike Park build project 20226 awarded to Oceanside Construction Inc. in the amount of \$294,227.32 with the ability to add the alternative features as funding is secured for each up to an additional \$122,029.89 for a total not to exceed \$416,257.21.** Commissioner DeWitt asked what the original estimate was. Michelle Miller replied it was between \$400,000 and \$450,000 and did not include the skills feature. Commissioner Janow asked if the \$294,227.32 bid amount includes the skills area. Michelle Miller said that it does, and four alternatives are provided for in the \$122,029.89. Commissioner Janow asked if there is a start date. Michelle Miller said the start date is anticipated to be April 20, 2025. Commissioner Swolgaard asked about the status of fundraising. Bainbridge Island Parks & Trails Foundation Executive Director Mary Meier responded that just under \$300,000 has been raised. There is \$110,000 left to raise for this project. David Maron, a member of the bike committee, expressed his excitement about the bid award. He also said that Oceanside Construction Inc.’s subcontractor for the bike features is an extraordinary company. Commissioner Janow said she is excited that bike trails will be built, and she thanked David Maron for his perseverance and for everyone who has worked on this project over the years.

**PUBLIC PARTICIPATION PLAN FOR COMPREHENSIVE PLAN UPDATE:** Senior Planner Matthew Keough presented a draft of the public engagement plan which is divided into three phases. Phase 1 begins with educating Bainbridge Island residents about what the District does, its funding sources, and clarity about its mission. Phase 2 involves visioning, which includes listening and gathering information from surveys, stakeholders and an open house to provide guidance for future decisions. Phase 3 is the review phase which includes sharing draft plans with the public at board meetings, review and final board direction. The public engagement plan will be implemented starting at the Earth Day Expo on April 26 at Battle Point Park. Commissioner Janow said that part of educating the community includes recognizing that all ideas come at a cost and how best to allocate available funds. Commissioner Janow asked if the board would have the opportunity to weigh in on the public survey questions before they are released to the public. Executive Director Dan Hamlin said the draft survey will be an agenda item at the next board meeting.

**DRAFT ADVERTISING AND SPONSORSHIP POLICY:** Executive Director Dan Hamlin said this policy will establish advertising and sponsorship guidelines. It provides the ability to increase marketing revenue and provides parameters for what the District will and will not allow in advertising and sponsorship. Commissioner Goodlin asked for a definition of advertising and sponsorship. Dan Hamlin responded that this is how requests from community agencies and commercial advertisers are approved for buying ads in a District brochure or putting up a banner at a District facility.

**DRAFT BULLETIN BOARD AND KIOSK POSTING POLICY:** Executive Director Dan Hamlin said the criteria in this policy governing what is and is not allowed on postings on District bulletin boards and kiosks are similar to those in the advertising and sponsorship policy. The main difference with bulletin board and kiosk usage regards posting prioritization, enforcement and compliance. Commissioner Janow asked if postings were found to be inappropriate or harmful, would there be any recourse other than taking down the posting. Dan Hamlin said that if hate speech or similar harmful material is found, staff may involve the police and may request a no trespass order.

**DRAFT REMOTE WORK POLICY:** Executive Director Dan Hamlin said since the COVID-19 pandemic, management realized staff can work productively at home. This policy sets parameters by which management can approve remote work on a transitional basis, temporarily or on a case-by-case basis. The policy also addresses emergency service interruptions such as power outages. The policy states the District's preference is for staff to work from the office and not all positions are eligible for remote work. Remote work hours are to be similar to the employee's regular in-office work schedule. Assistant Executive Director Amy Swenson said employees need to be reachable while they are working remotely. Commissioner DeWitt said he has a concern about adequate security while staff work remotely. IT Director Skye Carlson said staff use their work computers while working remotely. Amy Swenson said a form is being drafted indicating staff working remotely agree to protect District equipment.

**PUGET SOUND REGIONAL COUNCIL'S LOCAL ELECTED OFFICIAL SUPPORT LETTER:** Commissioner DeWitt said the Puget Sound Regional Council requested local public officials promote reliable and sustainable ferry service to the Washington State legislature by signing a letter of support. The ferry system is a vital part of the Bainbridge Island community. Commissioner DeWitt said the PSRC is an organization of local and regional government agencies, cities and counties who gather to discuss issues facing the community. **MSC: DeWitt/Swolgaard: Motion to approve the Board of Commissioners support of the Puget Sound Regional Council's Support Letter regarding the ferry system and authorize the board chair to sign on the board's behalf.**

**RAY WILLIAMSON POOL RENOVATION ADDITIONAL SERVICES REQUEST 04 FOR HYDROGEOLOGICAL SERVICES:** Executive Director Dan Hamlin said staff are working with Stemper AC towards approval from the Washington State Department of Health to reopen the Ray Williamson pool between Phase 1 and 2 of the renovation. In order to try to obtain approval the need for hydrogeological services for design and engineering prior to development of paperwork for the permit package

has been expedited. There will be two more add service requests coming. One for a civil engineer to work on the de-watering that will likely be needed during Phase 2. The second for an increase in construction costs due to the cost for de-watering. Commissioner Janow said this gets the District closer being able to reopen the Ray Williamson pool between phases so the swimmers can stay swimming. Dan Hamlin said staff need to get the work started so it does not hold up the final permit package. **MSC: Janow/Kinney: Motion to approve the Additional Services Request ASR 04 for Hydrogeological Services for the Ray Williamson Pool Renovation.**

#### **STAFF REPORT**

Administrative Division: Assistant Executive Director Amy Swenson said the new rental coordinator will start March 31 at the administration building. IT Director Skye Carlson is spending a lot of time preparing for the new website. Procurement Administrator Michelle Miller finished drafting the District's first purchasing policy.

Recreation Division: Aquatic Program Administrator Jenette Reneau said the new senior office specialist will start March 27. Jenette Reneau said the Ray Williamson Pool closed on Monday, and she was excited to see that work on the pool started immediately. Staff have received many compliments about how the schedule is working with the existing pool space.

Recreation Superintendent Bryan Garoutte said staff are moving 40,000+ customers from various systems into ActiveNet which goes live April 21. The first round of ActiveNet marketing information went out in the District newsletter. Staff are working on the first round of edits for the summer recreation catalog, which will be out the second week of April. Summer registration for island residents begins May 3, and the following day for non-residents. The recent pickleball tournament went well. There were 248 players, 16 full events at the Bainbridge Island Recreation Center over 3 days, and 48 medals handed out. Bryan Garoutte expressed his thanks to Bainbridge Island Pickleball for all their help throughout the weekend and thanked staff and volunteers for their great work. He also thanked Gentle Penguin Productions LLC for photographs and videos during the tournament.

Park Services Division: Park Services Division Director Lydia Roush said April is Earth Month and the Earth Day Expo is April 26 at Battle Point Park. Eight work parties are scheduled in April during Earth Month. The Department of Natural Resources will be at the District's Manitou Beach property next week removing creosote logs and that parking lot will be blocked off. The District's trails crew started work building a boardwalk for the Sunny Hill to Nute's Pond trail. Natural Resources Manager Morgan Houk plans to apply for a grant from the Rose Foundation's Puget Sound Stewardship and Mitigation Fund as she believes this would be a good fit with the District's neurodiverse Student Conservation Corps. Lydia Roush said Park Services Superintendent David Harry and his crew have done an amazing job on the Strawberry Hill Park batting cage and the Eagle Harbor sail float.

David Harry said two dry days are needed to finish the batting cage at Strawberry Hill Park. Fay Bainbridge Park is expecting a busy summer. The Ray Williamson pool renovation is going well. The sail float in Eagle Harbor has 10 barrels under it and is floating well, and staff are looking to replace the float's anchor chain. The water tower at Battle Point Park will be inspected and cleaned. Commissioner Goodlin asked if the water tower just services the park. Executive Director Dan Hamlin said the water is just for park irrigation. David Harry added that the water is also used in two fire hydrants which the fire department likes to use as a resource.

Senior Planner Matthew Keough said on March 24 Kitsap County commissioners intend to surplus a tiny strip of land to the District adjacent to Manzanita Park.

Executive Director Dan Hamlin said he met with Kitsap Public Utility District about the Fort Ward Hall and work will begin on an interlocal agreement to transfer that property to the District. He shared with KPUD the board's questions at the previous board meeting regarding the vacant piece of property that could potentially be transferred and KPUD will relay the

message and follow up. Dan Hamlin said Grand Forest East is moving along and he hopes to see a purchase and sale agreement between the Park District and the Bainbridge Island School District at the next board meeting. Staff are working towards something less than a conservation easement with Bainbridge Island Land Trust. There has been good cooperation between the District, BISD and BILT and the parties have come to terms with restrictive covenants. The document will be finalized by the next board meeting and will be ready to move ahead with a purchase and sale agreement with the BISD.

Dan Hamlin said he has a meeting next week with the City of Bainbridge Island regarding COBI's park municipal code. Dan Hamlin said a resident asked why the District was not enforcing COBI's municipal code in the District's parks. The District's parks are not COBI's parks, however the municipal code says it applies to District parks. The meeting is to clarify that the District's rules differ from the COBI's. Dan Hamlin said he got a sneak peek at how the new District website might look and the new features, and said it looks great and will be more functional. Dan Hamlin congratulated recreation staff for running an incredible pickleball tournament.

#### **BOARD MEMBER REMARKS:**

- Commissioner Janow asked if the Bainbridge Island Japanese American Exclusion Memorial lost its National Park Services Ranger. Executive Director Dan Hamlin said he does not know.
- Commissioner Janow asked if there will be District interns this year. Executive Director Dan Hamlin said there is money in the budget allowing for summer interns.
- Commissioner Janow proposed compensating District commissioners as an agenda item at the next board meeting and asked staff to research if other park commissioners are paid. Commissioner Kinney said there might be a current policy allowing reimbursement of expenses for attending a meeting, for example covering childcare costs. Commissioner Kinney said he strongly advises that a stipend does not apply to current commissioners but for newly elected future commissioners.
- Commissioner DeWitt said he was at Hilltop on Saturday. The Bainbridge Island Land Trust held an open house for people to see plans for Hilltop and gave tours of the nearly 40 acres of the Bainbridge Island School District's land.
- Commissioner DeWitt said last night he attended the Bainbridge Island Parks & Trails Foundation annual meeting for major donors, reviewing what occurred the past year.
- Commissioner DeWitt said Ralph Munro passed away. He was a long-time fixture in the community and Washington Secretary of State for five terms.
- Commissioner Kinney said he attended the Bainbridge Island Parks & Trails Foundation meeting and was impressed by their slide presentation to recap everything they did the previous year.
- Commissioner Kinney said he participated in the pickleball tournament, and it was a blast. It was incredibly well run, and the Bainbridge Island Recreation Center was a good fit for the tournament.
- Commissioner Goodlin said Commissioner Kinney gave a nice statement of appreciation to the Bainbridge Island Parks & Trails Foundation for how they supplement what the District does. They had a long list of accomplishments, and the District is really grateful for all they add to the organization.

**MEETING ADJOURNED** to a five-minute recess at 7:23 pm with announced time to reconvene at 7:28 pm. **MEETING RECONVENED** at 7:28 pm.

**MEETING ADJOURNED TO EXECUTIVE SESSION** at 7:28 pm for discussion regarding consideration of site selection or acquisition of real estate if likelihood that disclosure would increase price per RCW 42.30.110(1)(b) with announced time to reconvene at 7:48 pm.

**MEETING RECONVENED** at 7:48 pm and **ADJOURNED** at 7:48 pm.

Betty Mirkovich  
Dan Hamlin  
BAINBRIDGE ISLAND METROPOLITAN  
PARK & RECREATION DISTRICT

BY: \_\_\_\_\_  
Tom Goodlin

BY: \_\_\_\_\_  
Dawn Janow

BY: \_\_\_\_\_  
Jay C. Kinney

BY: \_\_\_\_\_  
John Thomas Swolgaard

ATTEST: \_\_\_\_\_  
Kenneth R. DeWitt

DRAFT

## REAL ESTATE PURCHASE AND SALE AGREEMENT

This REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made as of the Effective Date as defined herein by and between Bainbridge School District No. 303, a political subdivision of the State of Washington ("Seller"), and the Bainbridge Island Metropolitan Parks & Recreation District, a \_\_\_\_\_ ("Buyer"), with references to the following facts:

### RECITALS

A. Seller is the fee simple owner of that certain real property located in Kitsap County, Washington, a legal description of which is attached hereto as Exhibit A (the "Property"). The Property contains approximately 38.70 acres located adjacent to the Grand Forest East, east of Mandus Olson Road NE, on Bainbridge Island, Washington and having Kitsap County Tax Parcel No. 162502-1-041-2006.

B. Buyer wishes to acquire the Property in association with, and for the benefit of, Buyer's conservation and public recreational purposes.

A. The Parties are entering into this Agreement pursuant to the authority granted in the Intergovernmental Disposition of Property Act, RCW ch. 39.33.

### AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, and the mutual covenants herein contained, Buyer and Seller hereby agree as follows:

1. Description of the Property. Seller shall sell and convey to Buyer, and Buyer shall purchase and acquire from Seller, upon and subject to the terms and conditions set forth in this Agreement, the Property, which shall include: the land, together with any buildings, structures, easements, appurtenances, rights, privileges, reversionary rights and improvements thereunto belonging or appurtenant to the Property; all timber and plants now in or on the Property; all right, title and interest of Seller in and to all alleys, strips, or gores of land, if any, lying adjacent to the Property; all utilities serving the Property; all right, title and interest of Seller in and to all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property.

2. Purchase Price. Subject to the Reserved Easement as defined herein, the purchase price to be paid by Buyer to Seller for the Property is TWO MILLION TWO HUNDRED THOUSAND DOLLARS and 00/100s (\$2,200,000.00) (the "Purchase Price"). Within five (5) days following the execution and delivery of this Agreement, Buyer shall open escrow with Pacific Northwest Title of Kitsap County, Attention: Rachel Snelson, Email: RachelS@pnwtkitsap.com (the "Escrow Agent"), by depositing with Escrow Agent a copy of this Agreement and TWENTY-FIVE THOUSAND DOLLARS and 00/100s (\$25,000.00) as an earnest money deposit (the "Deposit"). If Buyer terminates the Agreement prior to the expiration of the Due Diligence Period (defined below), the Deposit shall be refunded to Buyer. If Buyer does not terminate the Agreement prior to the expiration of the Due Diligence Period (defined below), the Deposit shall remain refundable until Closing, except as may be otherwise provided for in this Agreement, but shall be applied to the Purchase Price at Closing.

On the Closing Date (defined below), Buyer shall deposit with Escrow Agent the entire amount of the Purchase Price, as adjusted for any amounts to be charged or credited (including, but not limited to, the

Deposit) against the Purchase Price in accordance with this Agreement. All interest earned on the Deposit shall be applicable to the Purchase Price.

3. Closing Date.

(a) Subject to the Financing Contingency Extension Notice as defined herein, the closing of the purchase and sale of the Property (the "Closing") shall be held at the offices of the Escrow Agent, on a date chosen by Buyer but no later than ten (10) days following expiration of the Due Diligence Period as defined herein (the "Closing Date"). Buyer shall provide Seller with written notice of the Closing Date at least five (5) days' notice. "Closing" shall occur when the deed to Buyer is recorded and the Purchase Price is delivered to the Escrow Agent for delivery to Seller. Upon Closing, fee possession of the Property shall be delivered to the Buyer.

(b) In the event that Purchaser has not received financing approval prior to the expiration of the Due Diligence Period, Purchaser shall provide written notice ("Financing Contingency Extension Notice") thereof to Seller and the Closing Date shall be deemed to be automatically extended for thirty (30) days (the "Financing Contingency Extension Period") in order for Purchaser to obtain financing approval to acquire the Property on terms and conditions acceptable to Purchaser. In the event Purchaser exercises its extension right provided in this Section 3.1.2, then Purchaser shall be deemed to have provided its waiver of the Due Diligence Period and Purchaser shall have no right to terminate this Agreement in connection with its inspection of the Property. Prior to the expiration of the Financing Contingency Extension Period, Purchaser shall provide a notice of its receipt of financing approval (the "Financing Approval Notice"). If Purchaser provides a Financing Approval Notice, then the financing contingency shall be deemed satisfied and the parties shall proceed towards Closing as set forth in this Agreement. If Purchaser was unable to obtain financing approval, Purchaser may terminate this Agreement by giving to Seller and Escrow Agent written notice of termination. In such case, the Escrow Agent shall release the Deposit to Seller and, thereafter, neither party shall have any further rights, liabilities or obligations hereunder except for those provisions which survive the termination of this Agreement.

4. Title and Survey Matters.

(a) Title Commitment. Buyer shall, within five (5) days of the date hereof, obtain a commitment for a 2006 ALTA standard owner's title insurance policy issued by Pacific Northwest Title of Kitsap County (the "Title Company") describing the Property, showing all matters pertaining to the Property, listing Buyer as the prospective named insured and showing as the policy amount, the total Purchase Price (the "Title Commitment"). Without limiting the foregoing, Buyer may, at Buyer's option, request a commitment for a 2006 ALTA extended title insurance policy. In such case, Seller agrees to provide an owner's affidavit as reasonably requested by the Title Company and Buyer agrees to pay for and provide an ALTA survey that meets Title Company's requirements. If Buyer so requests the extended policy, the extended policy shall be the Title Commitment. The Due Diligence Period shall be extended day-for-day by any delay by the Title Company in delivering the Title Commitment.

(b) Title Documents. At the same time as Buyer obtains the Title Commitment, the Title Company shall deliver to Buyer and Seller true, correct and legible copies of all documents (the "Title Documents") referred to in such Title Commitment as conditions or exceptions to title to the Property (the Title Commitment and Title Documents are collectively referred to herein as the "Title Documents").

(c) Title Review Period. Buyer shall review the Title Commitment and, on or before the expiration of the twentieth (20<sup>th</sup>) day within the Due Diligence Period, shall notify Seller what exceptions to title, if any, will be accepted by Buyer. Only those exceptions approved by Buyer in writing shall constitute "Approved Exceptions". Seller shall use diligent good faith efforts to remove all exceptions

that are not Approved Exceptions within ten (10) days of receipt of Buyer's notice of exceptions and in any event prior to Closing, but Seller shall not be required to institute any litigation or incur any cost to do so, except, however Seller agrees to pay any monetary liens (including all taxes) affecting title to the Property and thus eliminate any such title exception. If, within ten (10) days of receipt of Buyer's notice of Exceptions, Seller notifies Buyer that Seller will not be able to remove an exception (other than a monetary lien), then, within five (5) days of such notice from Seller, or prior to the Closing Date, whichever is earlier, Buyer shall notify Seller either that Buyer (i) waives the objection to such exception and accepts such title as Seller is willing to convey, or (ii) terminates this Agreement, in which event the Deposit shall be returned to Buyer and neither Party shall have any further rights or obligations under this Agreement.

Immediately upon discovering the need to amend or add any exception to the Title Commitment (including but not limited to exceptions raised by a survey), Title Company shall notify Buyer and Seller. Within five (5) business days after notice from Title Company together with a copy of such intervening lien or matter, Buyer shall notify Seller in writing of any objections thereto (the "Amendment Objections"). Seller shall attempt to satisfy the Amendment Objections prior to the Closing Date, but Seller shall not be required to institute any litigation or incur any cost to do so, except, however, Seller agrees to pay any monetary liens affecting title to the Property and thus eliminate any such title exception. If, prior to the Closing Date, Seller notifies Buyer that Seller will not remove any of the Amendment Objections (other than a monetary lien), then, within five (5) days of such notice from Seller, or prior to the Closing Date, whichever is earlier, Buyer shall notify Seller either that Buyer (i) waives the Amendment Objections and accepts such title as Seller is willing to convey (except with respect to monetary liens, which shall be deducted from the Purchase Price), or (ii) terminates this Agreement, in which event the Deposit shall be returned to Buyer and neither party shall have any further rights or obligations under this Agreement. The Approved Exceptions, and any other exceptions which Buyer approves in writing shall be referred to hereinafter as the "Permitted Exceptions."

(d) Title Policy. Buyer shall receive at Closing, either an Owner's Standard Coverage Title Insurance Policy (2006 ALTA Form) or, at Buyer's request, an Owner's Extended Coverage Title Insurance Policy (2006 ALTA Form) with such endorsements as Buyer may require, issued by the Title Company to be furnished to Buyer (the "Title Policy"). The Title Policy shall be issued in the amount of the total Purchase Price and shall insure fee simple, indefeasible title to the Property in Buyer, subject only to the Permitted Exceptions, if any. The Title Policy shall contain endorsements as Buyer may require. Buyer's obligation to close this transaction shall be contingent on Buyer's receipt of such Title Policy.

5. Due Diligence Investigation.

(a) Property Information; Investigation of the Property. Within five (5) days of the mutual execution of this Agreement, Seller shall provide or make available to Buyer for inspection and copying to the extent available or within Seller's possession or control all documents and information pertaining to the Property, including, but not limited to, all soils reports and environmental studies, any existing surveys, architectural drawings or renderings, plans and specifications with respect to the Property. Without limiting the foregoing, Buyer acknowledges previous receipt of the following three agreements with continuing terms on the Property: (1) Agreement dated May 1, 1980 by and between the Meadowmeer Water Service Association and the State of Washington for a right-of-way easement, with a term ending April 30, 2030; (2) Lease Agreement dated November 27, 1996 by and between the Bainbridge Island School District No. 303 and the Bainbridge Island Fire Department for a 10,000 square ft. portion of the Property, with a term of 99 years (the "BIFD Lease"); and (3) August 30, 2004 Sublease Agreement by and between the Bainbridge Island Fire Department, Kitsap County/Kitsap County Central Communications, and Bainbridge Island School District No. 303 related to the BIFD Lease. The three agreement set forth in this Section 5(a) shall be referred to collectively as the "Existing Agreements".

Buyer waives Seller's Real Property Disclosure Statement pursuant to RCW 64.06.010(7) (the "Seller Disclosure Statement"). Seller and Buyer acknowledge that Buyer cannot waive its right to receive the environmental section of the Seller Disclosure Statement (which is contained in Section 6 of the form) to the extent any of the answers in the environmental section would be "yes". To the extent any of the answers are "yes," Seller will provide the Seller Disclosure Statement, with only such environmental section completed by Seller, to Buyer within five (5) days after the Effective Date.

Buyer and its employees and agents shall have the right and permission from the date of this Agreement through the Closing Date (or earlier termination of this Agreement) to enter upon the Property or any part thereof at all reasonable times and from time to time for the purpose, at Buyer's cost and expense, of making all soil and other tests or studies under the provisions of this Agreement; provided, however, Buyer shall indemnify and hold harmless Seller from and against any mechanic's or other liens or claims that may be filed or asserted against the Property or Seller by any actions taken by Buyer in connection with the Property; and provided further, that Buyer shall provide Seller with at least twenty-four (24) hours' notice prior to any entrance on to the Property. Buyer's obligation to purchase the Property shall be subject to and contingent upon the satisfaction or waiver by Buyer of the conditions set forth below (collectively, the "Due Diligence Conditions"):

(i) Inspection of the Property. Buyer's inspection and approval, in its sole and absolute discretion, of the physical condition of the Property (the "Property Inspection"), including, without limitation, the conducting of soil tests (including borings), toxic and hazardous waste studies, surveys, engineering, historical use, traffic and access studies, structural studies and review of zoning, SEPA requests, fire, safety and other compliance matters. Buyer shall correct any damage to the Property caused by the Property Inspection and shall return the Property to its condition prior to the Property Inspection and further shall be responsible for all damages and/or injuries resulting from Buyer's Property Inspection activities except to the extent resulting from any negligence or intentional acts of Seller. If the Property Inspection indicates, in Buyer's sole and absolute discretion, that the Property is not suitable for Buyer's intended purposes, the provisions of Section 5(c) hereof shall apply; and

(ii) Satisfactory Performance. Buyer's approval, in its sole and absolute discretion, of the past performance and potential future performance of the Property for Buyer's intended purposes (the "Performance Inspection"), including, without limitation, the zoning and other codes, covenants and/or restrictions affecting the use and future development of the Property, the restrictions, if any, to demolishing any existing improvements on the Property, the certificates, leases and permits existing

with respect to the Property and likelihood and anticipated cost of obtaining additional certificates, leases and permits that Buyer desires to obtain with respect thereto, including, but not limited to rezoning, the availability and access to public roads, the availability of utilities and sewer capacity, the ability to provide an on-site septic system, the potential of a moratorium or moratoria on a part of the Property, the potential opportunity to acquire additional property adjacent to or contiguous with the Property, and the potential to finance the Property in a manner satisfactory to Buyer in all respects and demographic studies with respect to the neighborhood and region in which the Property is located.

(b) Due Diligence Period. As used herein, the term “Due Diligence Period” means the period ending forty-five (45) days after the Effective Date, except as extended by the terms herein or unless terminated earlier by written notice from Buyer to Seller.

(c) Buyer's Right to Terminate. If the conditions set forth in Section 5(a) herein are not satisfied in Buyer's sole and absolute discretion, Buyer shall have the right to terminate its rights and obligations with respect to the Property under this Agreement by sending written notice to Seller and Escrow Agent (such notice referred to as a “Termination Notice”), and the Deposit shall be returned to Buyer, and Buyer and Seller shall have no further obligations hereunder.

6. Buyer's Closing Conditions. Buyer's obligation to purchase the Property shall also be subject to the following conditions which must be satisfied as of Closing unless waived by Buyer at Closing:

(a) All representations and warranties of Seller contained herein shall be true, accurate and complete at the time of the Closing as if made again at such time;

(b) Seller shall have performed all obligations to be performed by it hereunder on or before Closing (or, if earlier, on or before the date set forth in this Agreement for such performance);

(c) At Closing, Seller shall deliver title to the Property in the condition required by Section 4 of this Agreement; and

(d) At Closing, the physical condition of the Property shall be the same as on the date hereof.

If the conditions set forth in this Section 6 are not satisfied as of Closing and Buyer does not waive the same, then notwithstanding anything contained herein to the contrary, Buyer is entitled to return of the Deposit, and neither Buyer nor Seller shall have any other liability to the other with respect to the Property under this Agreement except that the provisions of Section 16 shall nonetheless be operative if Seller defaults under this Agreement.

7. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties, which representations and warranties shall be deemed made by Seller to Buyer also as of the Closing Date:

(a) Parties in Possession. There are no parties or trespassers in possession or which have a right to possession of all or any portion of the Property, and there are no leases affecting the Property except those Existing Agreements as identified in writing by Seller to Buyer as set forth in Section 5(a) above, along with a copy of any such executed leases, prior to execution of this Agreement. No person or entity has any right of first refusal or option to acquire any interest in the Property or any part thereof, and Seller has not sold or contracted to sell the Property or any portion thereof or interest therein other than as set forth herein;

(b) Condemnation or Assessment; Access. There is no pending condemnation or similar proceeding affecting the Property, nor, to Seller's knowledge, is there any such proceeding or assessment contemplated by any governmental authority (other than this sale with Buyer). The Property has full and free access from any adjoining public highways, streets or roads, and there is no pending or threatened governmental proceeding which would impair or curtail such access;

(c) Compliance with Law. To the best of Seller's knowledge, Seller has complied with all applicable zoning, use, environmental, flood control, planning, building, fire, health, traffic, disabled persons or other laws, ordinances, regulations, statutes and rules relating to the Property, and every part thereof. Seller has not received nor is aware of any notification from any governmental authority requiring any work to be done on the Property or advising of any condition (including, without limitation, hazardous substances or wastes) which would render the Property unusable or affect the usability of the Property or any part thereof for the purposes of Buyer;

(d) Option to Acquire Premises. No person or entity has any right of first refusal or option to acquire any interest in the Property or any part thereof, and Seller has not sold or contracted to sell the Property or any portion thereof or interest therein other than as set forth herein;

(e) Foreign Person. Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701(a) (30) of the Internal Revenue Code of 1986, as amended (the "Code") and shall deliver to Buyer prior to the Closing an affidavit evidencing such fact and such other documents as may be required under the Code;

(f) Sole Legal Owner. Seller is the sole legal fee owner of the Property, and is not holding fee title as a nominee for any other person or entity;

(g) Mechanics' Liens. No labor, material or services have been furnished in, on or about the Property or any part thereof as a result of which any mechanics', laborers' or materialmen's liens or claims might arise;

(h) Assumption of Liabilities. Buyer, by virtue of the purchase of the Property, will not be required to satisfy any obligation of Seller arising prior to the Closing Date. Seller, after the Closing Date, will pay and discharge any and all liabilities of each and every kind arising out of or by virtue of the possession, ownership or use of the Property prior to the Closing Date, and shall indemnify, defend and hold Buyer harmless therefrom; and

(i) Litigation. There is no litigation or threatened litigation which could now or in the future in any way constitute a lien, claim, or obligation of any kind on the Property, affect the use, ownership or operation of the Property or otherwise adversely affect the Property. For purposes of this clause, litigation includes lawsuits, actions, administrative proceedings, governmental investigations and all other proceedings before any tribunal having jurisdiction over the Property.

8. Seller's Reserved Easement. Seller hereby reserves, and Buyer hereby agrees to, a perpetual, non-exclusive easement in gross over the Property for passive use related to students and others participating in Seller's educational programming and activities that do not negatively affect the ecological values of the property (the "Reserved Easement"). This Reserved Easement does not permit Seller to construct any structures or improvements on the Property. This Reserved Easement does not permit Seller to remove any trees, other vegetation, or fauna from the property.

9. Covenants of Seller. Seller covenants and agrees as follows:

(a) From the date of this Agreement to the Closing Date, Seller will not grant, create, or voluntarily allow the creating of, or amend, extend, modify or change, any easement, right-of-way, encumbrance, restriction, covenant, lease (including the Existing Agreements identified in Section 5(a) above), option or other right affecting the Property or any part thereof without Buyer's written consent first having been obtained;

(b) From the date of this Agreement to the Closing Date, Seller will notify Buyer of each event of which Seller becomes aware affecting the Property or any part thereof promptly upon learning of the occurrence of such event;

(c) Seller shall not enter into any new leases, trust deeds, mortgages, restrictions, encumbrances, liens, or other instruments or agreements affecting the Property without the prior written consent of Buyer from and after the date of this Agreement;

(d) From the date of this Agreement to the Closing Date, Seller will perform all of its monetary and non-monetary obligations under all indebtedness (whether for borrowed money or otherwise) and the liens securing same pertaining to the Property or any portion thereof, if any; and

(e) Seller shall cooperate with Buyer in its efforts to obtain access to water, sewer and all other utilities; provided, however, that said cooperation shall not require the conveyance or granting of easements or other valuable property rights.

In the event of a default by Seller in the performance of its obligations under this Section 9, Buyer (without any obligation to do so) may, upon five (5) days prior written notice to Seller and Seller's failure to cure said default prior to the expiration of said five (5) day period: (i) cure such default and may offset the cost of doing so against the Purchase Price payable at Closing; (ii) terminate the Agreement, in which case the Deposit shall be returned to Buyer, and Buyer and Seller shall have no further obligations hereunder; or (iii) if the default is discovered post-Closing, seek damages from Seller in addition to any and all other legal remedies available by law or in equity.

#### 10. Closing.

(a) Time and Place. Provided that all the contingencies set forth in this Agreement have been previously fulfilled, the Closing shall take place at the place and time determined as set forth in Section 3 of this Agreement.

(b) Documents to be Delivered by Seller. For and in consideration of, and as a condition precedent to, the payment to Seller of any of the Purchase Price, Seller shall obtain and deliver to Buyer at Closing the following documents (all of which shall be duly executed and acknowledged where required):

(i) Warranty Deed. A statutory warranty deed ("Deed") in the form of Exhibit B attached hereto containing the legal description of the Land in such form as will convey to Buyer a good, marketable and indefeasible title in fee simple absolute to the Property, free and clear of all liens, encumbrances, conditions, easements, assignments, and restrictions, except for the Reserved Easement and Permitted Exceptions;

(ii) Title Documents. Such other documents, including, without limitation, lien waivers, indemnity bonds, and indemnification agreements as shall be reasonably required by the Title Company as a condition to its insuring Buyer's good and marketable fee simple title to the Property free of any exceptions, other than the Permitted Exceptions;

(iii) Excise Tax Affidavit. An excise tax affidavit for filing with the Kitsap County Auditor at the time of recording the Deed;

(iv) FIRPTA Affidavit. The affidavit of non-foreign status described in Section 8(e) of this Agreement, as required by federal tax law; and

(v) Surveys. Such surveys, site plans and plans and specifications relating to the Property as are in the possession or control of Seller.

(c) Delivery by Buyer. Buyer shall deliver to Seller the Purchase Price, the tax affidavit referred to in (b)(iii) above, and shall seek from the Title Company the final Title Documents referred to in Section 4(b) of this Agreement.

(d) Payment of Costs. At Closing, Seller and Buyer shall pay their own respective costs incurred with respect to the consummation of the purchase and sale of the Property including, without limitation, their own respective attorneys' fees. Notwithstanding the foregoing:

(i) Seller shall pay any and all transfer, sales, gains and documentary stamp taxes or similar charges incident to the conveyance of title to the Property to Buyer;

(iii) Buyer shall pay the fee to record the Deed;

(iv) Buyer shall pay the escrow fee, if any, and Seller shall pay the real estate excise tax, if any; and

(v) Seller shall pay the costs of a standard owner's title policy and Buyer shall pay any additional costs of any extended owner's title policy and any endorsements requested by Buyer.

(e) Prorations. All charges and credits with respect to the Property, including without limitation real property taxes, utility charges, and other income and expenses, shall be prorated to the Closing Date.

(f) Monetary Liens. Seller shall pay or cause to be satisfied at or prior to Closing all monetary liens created by or arising through Seller on or with respect to all or any portion of the Property, including, but not limited to, mortgages, deeds of trust, security agreements, assignments of leases, rents and/or easements, judgment liens, tax liens (other than those for taxes not yet due and payable) and financing statements.

11. Condemnation. In the event of any commenced, to be commenced or consummated proceedings in eminent domain or condemnation (collectively, "Condemnation") by a governmental entity other than Buyer respecting the Property or any portion thereof, on or after the date of this Agreement and prior to Closing, Buyer may elect, by written notice to Seller at any time prior to Closing, to terminate its rights and obligations with respect to the Property under this Agreement. If Buyer makes such election, neither Buyer nor Seller shall have any further liability with respect to the Property under this Agreement and the Deposit shall be returned to Buyer. If Buyer fails to make such election prior to Closing Date, this Agreement shall continue in effect, there shall be no reduction in the Purchase Price, and Seller shall, prior to Closing Date, assign to Buyer, by an assignment agreement in form and substance satisfactory to Buyer, its entire right, title and interest in and to any condemnation award or settlement made or to be made in connection with such Condemnation proceeding. Buyer shall have the right at all times to participate in all negotiations and dealings with the condemning authority and approve or disapprove any proposed

settlement in respect to such matter. Seller shall forthwith notify Buyer in writing of any such Condemnation respecting the Property.

12. Casualty. If any fire, erosion, landslide, flood or casualty occurs and materially affects all or any portion of the Property on or after the date of this Agreement and prior to the Closing, Buyer may elect, by written notice to Seller, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property.

13. Notices. Unless applicable law or a specific provision herein requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any party (collectively, “notices”) shall be in writing and must be sent by (i) electronic mail **and** (ii) either personal delivery or next day delivery by nationally recognized overnight delivery service that provides evidence of the date of delivery, in any case with all charges prepaid, and addressed to the appropriate party at its address listed below. Notwithstanding the foregoing, the party who is entitled to receive any notice under this Agreement may elect to accept delivery of such notice by electronic mail only, but the sending party shall not be entitled to forego sending by personal delivery or next day delivery unless the receiving party affirmatively waives such secondary delivery in writing.

To Seller:

Attn:  
Email: \_\_\_\_\_

With copy to:

Email: \_\_\_\_\_

To Buyer:

Bainbridge School District No. 303  
8489 Madison Avenue North  
Bainbridge Island, WA 98110  
Attn: Dane Fenwick  
Email: [dfenwick@bisd303.org](mailto:dfenwick@bisd303.org)

With copy to:

Pacifica Law Group  
1191 Second Ave, Suite 2000  
Seattle, WA 98101-3404  
Attention: Denise Stiffarm

Any party hereto may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner aforesaid to the other party hereto.

14. Survival of Representations and Warranties. All representations, warranties, covenants and agreements of the parties contained in this Agreement, or in any instrument or other writing provided for herein, shall survive the Closing.

15. Finders' or Brokers' Fees. In this transaction, neither Seller nor Buyer are represented by a broker and each party declares for itself that, to its knowledge, no commission is due to any broker or agent not

named herein as a result of this transaction, and each party agrees, as to the other party, that it shall indemnify, defend and save such party harmless from and against any claims, fees (including attorneys' fees and costs) or costs arising out of any claim made by any other broker claiming a commission is due by or through the indemnifying party. The indemnifications set forth in this Section 15 shall survive Closing.

16. Event of Default. In the event of a default under this Agreement by Seller (including a breach of any representation, warranty or covenant set forth herein), Buyer shall be entitled, in addition to all other remedies, including termination of this Agreement and immediate return of the Deposit, to pursue any remedies permitted by law or equity against Seller. In the event of a breach or default by Buyer without any default by Seller or failure of any condition to Buyer's obligations hereunder, Seller's sole and exclusive remedy shall be the retention of the Deposit held by Escrow Agent, together with all interest earned thereon, and all amounts previously paid to it hereunder, as liquidated damages and not as a forfeiture or penalty. The parties acknowledge that in the event of such default by Buyer, Seller will have incurred substantial but unascertainable damages and that therefore the provision herein for liquidated damages is a valid one.

17. Miscellaneous.

(a) Applicable Law. This Agreement shall in all respects, be governed by and construed in accordance with the laws of the State of Washington. Seller and Buyer hereby agree that venue of any action between the parties relating to this Agreement shall be in Kitsap County, Washington.

(b) Further Assurances. Each of the parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder, to carry out the intent of the parties hereto.

(c) Modification or Amendment. No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the parties hereto.

(d) Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

(e) Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to the subject matter of this Agreement are hereby canceled in their entirety and are of no further force or effect.

(f) Attorneys' Fees. Should either party bring suit to enforce this Agreement, the substantially prevailing party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit, including, without limitation, the fees of accountants, appraisers and other professionals, whether at trial or on appeal.

(g) Headings. The captions and paragraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the interpretation or construction of any term or provision hereof.

(h) Counterparts. This Agreement may be signed in counterparts and all of such counterparts when properly executed by the appropriate parties thereto together shall serve as a fully executed document, binding upon the parties. This Agreement may be executed by original signature and/or

electronic signature made in compliance with the ESIGN Act of 2000 (as the same may be amended) (e.g., DocuSign), and may be delivered via facsimile, electronic mail, or other method, and any counterpart so executed and delivered shall be deemed to have been duly and validly executed and delivered for all purposes.

(i) Effective Date; Timing Agreements. The Effective Date of this Agreement shall be the date on which this Agreement is fully executed by both parties (or, the date on which the last party to this Agreement signs). Time is of the essence to both Seller and Purchaser in the performance of this Agreement. If the final date of any period of time set forth in any provision of this Agreement falls upon a Saturday or Sunday or a legal holiday under the laws of the State of Washington, then and in such event, the time of such period shall be extended to the next day which is not a Saturday, Sunday, or a legal holiday.

**SIGNATURES FOLLOW**

DRAFT

**SELLER:**

\_\_\_\_\_  
BAINBRIDGE SCHOOL DISTRICT NO. 303

Name: Amii Thompson, Superintendent

Date: \_\_\_\_\_

**BUYER:**

\_\_\_\_\_  
BAINBRIDGE ISLAND METROPOLITAN PARK &  
RECREATION DISTRICT

Name: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

**EXHIBIT A**

Legal Description of the Property

DRAFT

**EXHIBIT B**

Form of Deed

DRAFT

**DECLARATION OF RESTRICTIVE COVENANTS AND**

**GRANT OF DEED OF RIGHT**

**Grand Forest East Addition**

Grantor: Bainbridge Island Metro Park & Recreation District

Grantee: Bainbridge Island Land Trust

Legal

Description: The Southeast quarter of the Northeast quarter and the Northeast quarter of the Southeast quarter, Section 16, Township 25 North, Range 2 East, W.M., in Kitsap County, Washington; Except therefrom the East 400 feet; And Except the South 746 feet of said Northeast quarter of the Southeast quarter; And Except the West 50 feet conveyed for road.

Assessor's Property Tax Parcel No. 162502-1-041-2006

1. Grantor shall take reasonable and feasible measures as are necessary to protect the 38.80-acre Property as legally described, in perpetuity. The Protected Property is forestland and supports a diverse mix of native vegetation and wildlife habitat. The Property shall be used exclusively as a passive public park and natural open space, open to the public for purposes of walking, jogging, biking, horseback riding, sitting, nature viewing, photography, picnicking (without fire or other cooking facilities), and other similar passive recreational uses and activities. The Property shall be maintained, managed and preserved by Grantor in accordance with generally accepted industry standards and best practices generally applicable to public forested parks similar to the Property.
2. This instrument is subordinate to the rights conveyed Auditor's File No. 9211160058 (water reservoir) and Auditor's File No. 9612200083 (communications tower lease). Grantor shall not amend these instruments without prior consultation and collaboration with Grantee.
3. The following uses and activities are prohibited on the Property:
  - a. Subdivision or legal lot creation.
  - b. Residential and commercial uses.
  - c. Commercial logging.
  - d. Development of structures, including storage areas, equipment maintenance facilities, residences, bulkheads; provided, that fences are permitted for public safety or to protect natural open space. Fences should not unreasonably impede animal movement.
  - e. New roads, rights-of-way or utility easements without prior consultation and collaboration with Grantee.

- f. Except as otherwise specifically set forth in this document, driving or parking of motorized vehicles except for maintenance or emergency.
  - g. Discharge of firearms or any other projectiles such as bow and arrow.
  - h. Any uses and activities that are inconsistent with those set forth in Section 1 above.
4. The Property is to be managed as an addition to the Grand Forest, and therefore any questions as to permitted uses and activities shall be analyzed and resolved so as to harmonize the use of the Property with the use of the Grand Forest. Grantor shall consult and collaborate with Grantee in the development of a Stewardship Plan for integrating the Property into the Grand Forest.
5. Following provisions apply with respect to specific uses and activities:
  - a. Grantor shall maintain the trail system as per attached Exhibit A , with one additional trail connection to the east to be added in a location determined by Grantor in consultation and collaboration with Grantee. Grantor may relocate trails in consultation and collaboration with Grantee. Trails shall be maintained as per Grantor's *Trail Development and Management Plan* and trail treads should consist of only natural materials.
  - b. Grantor may construct one new parking area for up to 12 cars within 100' of Mandus Olson Rd NE, with the location determined in consultation with Grantee. Public motorized access is permitted to the parking area.
  - c. Trails shall be designated "non-motorized" with standards for devices powered by electric motors (electric bikes, wheelchairs, etc.) in accordance with State of Washington guidelines and with equitable access for the mobility impaired.
  - d. Grantor may plant and maintain only native vegetation.
  - e. Grantor should control invasive species for habitat maintenance and restoration, and manage vegetation as needed to maintain permitted improvements. Herbicides constituting minimum necessary to meet objectives and in compliance with the product label are allowed. Domestic animals may be periodically used to control invasive plants provided that there is a subsequent restoration of native plants.
  - f. Grantor may grant access for traditional and cultural uses by indigenous people consistent with a Stewardship Plan.
  - g. As reasonably required, based on the recommendation of a certified tree arborist, Grantor may remove snags or hazard trees that threaten public safety, permitted structures, roadways or trails on or adjacent to the Property.
  - h. Grantor may conduct other forest management activities consistent with maintaining habitat value and forest health and reducing fire risk under a Forest Management Plan. Grantee shall be provided the opportunity to review and comment on the Forest Management Plan prior to final approval by Grantor.
  - i. Grantor may take other actions necessary to protect health or safety, or allow emergency response actions, provided that any such activity shall be conducted to minimize adverse environmental impacts to the extent practicable.

6. In view of Grantee's significant contribution of funds to acquire the Property, Grantor hereby conveys to Grantee the right to enforce this document, as follows:

- a. If Grantee determines that Grantor is in actual or threatened violation of this document, Grantee may give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, if the violation involves injury to the Property resulting from any use or activity inconsistent with this document, to restore the Property to its prior condition.
- b. Grantee may bring an action for injunctive relief if:
  - i. Grantor fails to cure the violation within forty-five (45) days after receipt of written notice of violation from Grantee; or
  - ii. Under circumstances where the violation cannot reasonably be cured within a forty-five (45) day period, Grantor fails to begin curing the violation within the forty-five (45) day period, or fails to continue diligently to cure such violation until finally cured.
- c. In any judicial proceeding to enforce this document, the prevailing party shall be entitled to reimbursement from the other party of its costs and expenses, including attorneys' and consultants' costs and fees.

7. This document contains covenants that run with the land in perpetuity and shall be binding upon Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or otherwise. Grantor shall record this document with the Kitsap County Assessor at the time Grantor acquires title to the Property. In the event Grantor decides to sell the Property and receives a bona fide offer to purchase the property, Grantee shall have a right of first refusal to acquire the Property on the same terms and conditions. If Grantor sells all or any portion of its interest in the Property, the new owner of the Property or any portion thereof shall be subject to the covenants and requirements under this document. This document may not be terminated or modified without the advance written consent of Grantee.

**SIGNATURES FOLLOW**

**GRANTOR:**

\_\_\_\_\_  
BAINBRIDGE ISLAND METROPOLITAN PARK &  
RECREATION DISTRICT

Name: Dan Hamlin, Executive Director

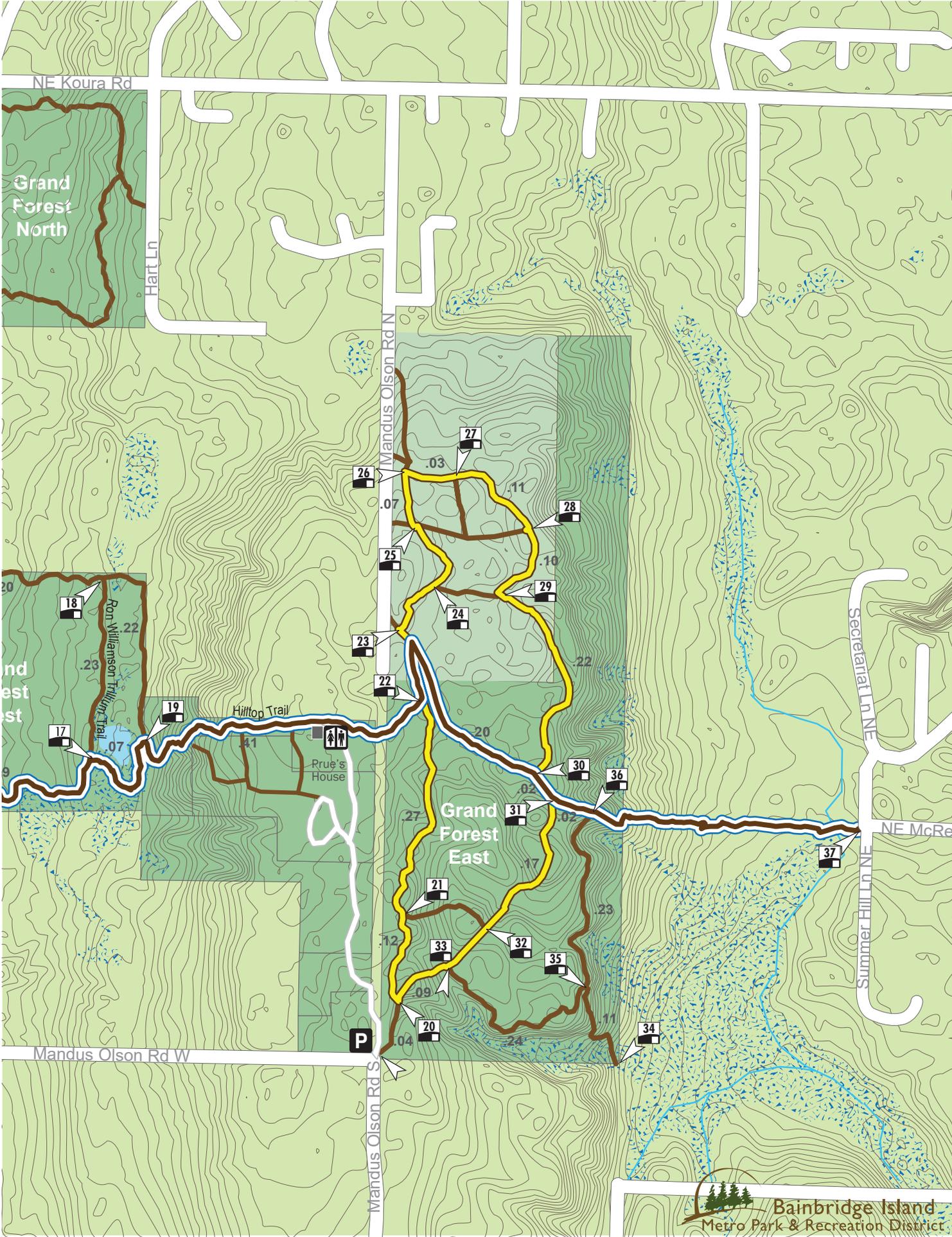
Date: \_\_\_\_\_

**GRANTEE:**

\_\_\_\_\_  
BAINBRIDGE ISLAND LAND TRUST

Name: Cullen Brady, Executive Director

Date: \_\_\_\_\_





## Memorandum

Date: 3/28/2025

To: BIMPRD Board of Commissioners

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

Subject: 2026 Park Comprehensive Plan Update Public Survey

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The 2026 Park Comprehensive Plan Update Public Survey is under development.

The purpose of this survey is to gather scientifically valid responses from the community regarding the park and recreation system on Bainbridge Island. To ensure broad and accurate representation of residents, a third-party research firm is overseeing the survey development, distribution, and analysis. Their tabulated report, expected in late May, will represent broad and balanced perspectives needed for Park District planning. The result of this survey will be a solid community baseline from which to evaluate choices and set priorities in the Park Comprehensive Plan.

We have the opportunity to customize the survey to reflect our process goals to include engaging Bainbridge residents in evaluating interests among needs, particularly those of the existing park system. Attached are the draft questions devised by RRC, the third-party research firm which are to reflect best practices in the industry. The questions are being structured for Bainbridge respondents to relate their experience and expectations into desired outcomes that will lead to prioritization in the planning process and in future direction setting decisions.

Staff has been working with the consultant team to ensure that the survey reflects best practices as well Park District goals for the Plan Update. To that end, staff has pulled out the proposed survey questions to share with the board, before the survey moves into a more controlled stage with actual survey response options listed. We want to be sure that the proposed questions cover critical planning issues and do so without losing necessary focus. There are at least four additional questions still under consideration on the last page of this list to consider in the finalization of the questions at hand. Thank you for your input.

1. How long have you lived in Bainbridge Island? Please enter number:

2. In which area of the island do you reside?

### SATISFACTION WITH PARKS, FACILITIES, AND PROGRAMS

3. Overall, how satisfied are you with the quality of parks, facilities, and programs provided by BIMPRD?

### CURRENT USE

4. How often do you or members of your household visit BIMPRD parks or facilities?

5. From the list in the previous question, which THREE parks/recreation facilities does your household use most frequently?

Insert letter from above: #1 Most Used \_\_\_\_\_ #2 Most Used \_\_\_\_\_ #3 Most Used \_\_\_\_\_

6. What are the main reasons you visit BIMPRD parks or facilities? (Select up to 3)

7. Which mode of transportation do you most typically use to get to the park you most frequently visit?

8. For the following section, please rate A: In general, how important the following **qualities and experiences** are when visiting BIMPRD parks or facilities to your household, and then rate B: how you think BIMPRD is currently meeting the needs of the community. Please provide an answer for A and B whether or not you have used BIMPRD facilities for the purpose listed.

9. For the following section, please rate A: how important the following **facilities and amenities** are to your household and then rate B: how you think BIMPRD is currently meeting the needs of the community. Please provide an answer for A and B whether or not you have used BIMPRD facilities for the purpose listed.

Please share any thoughts on your experience that influenced your ratings in questions 8 and 9.

10. From the list in the previous question, please select your top three items that you feel are most important.  
Insert letters from Question 9 listing: Most Important \_\_\_\_ Second most important \_\_\_\_ Third most important \_\_\_\_

11. What are the most important items that, if addressed by BIMPRD, would increase your use of parks and recreation facilities? (CHECK ALL THAT APPLY)

### PROGRAMS & ACTIVITIES

12. Have you or other members of your household participated in any BIMPRD led programs during the past 12 months?

Yes

No

Not sure

13. Please check the TOP THREE primary reasons your household participates in BIMPRD's programs.

Top three reasons (insert letter from above) #1 Reason \_\_\_\_\_, #2 Reason \_\_\_\_\_, #3 Reason \_\_\_\_\_,

14. Which BIMPRD cultural programs or events have you or members of your household participated in over the past year? (Select all that apply)

15. What types of cultural programs or events would you like to see more?

#### VALUES & VISION

16. Parks, recreation, and open space opportunities are offered in BIMPRD for a variety of purposes and to serve the needs of a diverse population. Please mark the box for how important each of the following purposes is to you and your household.

17. What are the greatest needs to be added, expanded, or improved by BIMPRD over the next 5-10 years?

Which 3 future needs from question 15 would be MOST important to you and your household?

Insert letter from the question above: Most important \_\_\_\_\_ Second most important \_\_\_\_\_ Third most important \_\_\_\_\_

#### FINANCIAL CHOICES

18. If fee adjustments were made for BIMPRD programs and facilities, which of the following best describes the potential impact, if any, that fee increases would have on your current level of participation?

19. The recommendations from this survey could possibly require financial support. Current funding sources for Please indicate how strongly you support each of the following potential funding sources.

#### COMMUNICATION

20. How effective is BIMPRD at reaching you with information on parks and recreation facilities, programs, and services?

21. How do you currently receive information on parks and recreation facilities, programs, and services offered by BIMPRD? (CHECK ALL THAT APPLY)

22. What is the preferred way for you to receive information on parks and recreation facilities, programs, and services?

23. Do you have any further comments about parks, recreation facilities, and services provided by BIMPRD?

## DEMOGRAPHICS

Your demographic information will assist in our analysis. Your responses are confidential and individual responses will not be shared.

24. Do you or a member of your household own a dog?  
 Yes  No

25. Do you own or rent your residence in the community?  
 Own  Rent  Other

26. Does your household have a need for ADA-accessible (Americans with Disabilities) facilities and services?  
 Yes  No

27. Please indicate the gender with which you identify:  
 Male  
 Female  
 Non-binary  
 I prefer to self-describe as: \_\_\_\_\_  
 Prefer not to answer

28. What is your age?  
 Under 18  18 – 24  25 – 34  35 – 44  45 – 54  55 – 64  65 – 74  75 or over

29. Which of these categories best applies to your household?  
 Single, no children  
 Single with children at home  
 Single, children no longer at home (empty nester)  
 Couple, no children  
 Couple with children at home  
 Couple, children no longer at home (empty nester)  
 Multi-generational home (grandparents, parents, children)

30. Are you of Hispanic, Latino, or Spanish origin?  
 Yes  No

31. What race do you consider yourself to be? (CHECK ALL THAT APPLY)  
 American Indian and Alaska Native  
 Asian  
 Black or African American  
 Native Hawaiian and Other Pacific Islander  
 White  
 Some other race

32. Which of these categories best describes the total gross annual income of your household (before taxes)?  
 Under \$25,000  \$100,000–149,999  
 \$25,000–49,999  \$150,000–199,999  
 \$50,000–74,999  \$200,000–249,999  
 \$75,000–99,999  \$250,000 or more

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Thank you for taking the time to share your opinion and input with us.  
It is of great value to BIMPRD.

Other Question Examples for Consideration:

Using the scale below, please select the word choice that indicates what emphasis you would like to see BIMPRD pursue in the future:  
*Choose the one best answer.*

NATURAL RESOURCE PRESERVATION/PROTECTION		←	BALANCE	→	OUTDOOR RECREATION IN NATURAL SETTING	
Strong Emphasis	Slight Emphasis		Equal Emphasis		Slight Emphasis	Strong Emphasis
<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

What additional recreational amenities are most needed for you or your household? (Select up to 5)

How do you feel about the current program and facility fees? Please provide an answer for program and facility fees.

Imagine you have \$100 to spend on improving recreation facilities, services and/or programs for the City, how would you allocate that \$100 across the following categories? Please enter numbers in \$5 increments and make sure your allocation totals \$100. You may leave items blank

**BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT**

**RESOLUTION 2025-04**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT, KITSAP COUNTY, WASHINGTON, ADOPTING AN ADVERTISING AND SPONSORSHIP POLICY FOR THE DISTRICT'S POLICY MANUAL**

**WHEREAS**, the Bainbridge Island Metropolitan Park & Recreation District has in place a District Policy Manual that includes board, operational, and personnel policies that the Board of Commissioners adopts by resolution when new policies are needed, or current policies require revision; and

**WHEREAS**, this resolution 2025-04 pertains to the addition of an advertising and sponsorship policy in the operational section of the District's policy manual; and

**WHEREAS**, it has been deemed necessary by staff and the board to have an advertising and sponsorship policy in place; and

**WHEREAS**, a draft of the advertising and sponsorship policy was previously discussed at the March 20, 2025 board meeting,

**NOW THEREFORE BE IT RESOLVED** by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, that the advertising and sponsorship policy, a copy of which is attached hereto as Exhibit "A", be adopted and included in the District's Policy Manual.

**PASSED** by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, at a regular meeting thereof held this 3rd day of April, 2025, the undersigned commissioners being present.

**BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT**

BY: \_\_\_\_\_  
Tom Goodlin

BY: \_\_\_\_\_  
Dawn Janow

BY: \_\_\_\_\_  
Jay C. Kinney

BY: \_\_\_\_\_  
John Thomas Swolgaard

ATTEST: \_\_\_\_\_  
Kenneth R. DeWitt

**Policy Name:** Advertising and Sponsorship  
**Section:** 3000 Operational: 3100 Administrative  
**Policy Number:** 0000

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**Purpose:** To establish parameters related to advertising and sponsorship opportunities with the District.

**Reference:** None applicable

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## Definitions:

**Sponsorship:** A sponsorship is a partnership where an organization provides financial support, resources, or expertise to fund or facilitate a project or activity. The sponsor has a defined relationship with the District, often linked to a specific event or program. In exchange for their support, sponsors may receive benefits such as logo placement on District materials, social media recognition, advertising opportunities, and other forms of public acknowledgment.

**Advertising:** Advertising is the practice of promoting products, services, events, or causes to District patrons through District distribution channels. The goal of advertising is to inform, persuade, or remind consumers, driving awareness, interest, and engagement with the advertised offering.

## Policy:

The District accepts advertising and sponsorships. Many community partners and citizens request the opportunity to share information at District locations and on District platforms. This policy details what is and is not permissible. This policy aims to maintain a professional, welcoming, and inclusive atmosphere balancing the District's mission and community values with revenue generation.

## Permitted Advertising and Sponsorship Categories

1. Commercial:
  - Promoting goods, services, events, or tourism, including from local businesses and nonprofit organizations.
2. Government:
  - Local, state, or federal government entities to support public purposes such as public health campaigns, community services, or civic engagement.
3. Event and Program:
  - Promoting District events, recreational programs, or public initiatives aligned with the District's mission.

## Prohibited Advertising and Sponsorship Content

The following are not accepted:

1. Political Speech:
  - Advocating for or against political parties, candidates, public officeholders, or ballot measures.
2. Public Issue Speech:
  - Expressing opinions on economic, political, religious, or social issues, intended as platforms for public debate. Expressing positive or negative support for public issues.
3. Religious:
  - Promoting or opposing specific religions, practices, or religious organizations.
4. Prohibited Products and Services:
  - Promoting tobacco and vaping products, alcohol and cannabis products, firearms, gambling, adult entertainment, pornographic content, or any products or services prohibited by law.

- Promotion of classes, programs, events or services similar to what the District offers.
- 5. Harmful or Disruptive:
  - Promotion of unsafe behaviors, anything that contains graphic violence, profanity, discriminatory messages, or advocates illegal activities.
- 6. False or Misleading:
  - Content that is fraudulent, deceptive, or misleading in ways that could harm or confuse the public.
- 7. Objectionable:
  - Content that could disrupt the environment, harm public trust, or damage the District's reputation.

### **Advertising and Sponsorship Requirements**

1. Attribution:
  - Must clearly identify the sponsor or advertiser. If not immediately identifiable, include the phrase "Paid for by [Name]" in a legible font.
2. Compliance with Standards:
  - Must comply with local, state, and federal laws, including those governing intellectual property, trademarks, and advertising standards.
3. No Endorsement:
  - Acceptance does not imply endorsement of the sponsor, products, services, or viewpoints expressed.
4. Clear Identification:
  - Must include necessary details (e.g., dates, times, locations) for events or services.

### **Advertising and Sponsorship Submission Process**

1. Initial Submission:
  - Submission date will be provided as part of an advertising or sponsorship agreement.
2. Review and Evaluation:
  - District staff will review all submissions for compliance with this policy. Legal counsel may be consulted as necessary.
3. Modifications and Revisions:
  - If an advertisement or sponsorship submission includes prohibited content, the contact will be notified and allowed to revise the content.
4. Approval or Rejection:
  - Once reviewed, the District will approve or reject based on this policy.
5. Removal:
  - The District reserves the right to monitor and remove any advertisement or cancel any sponsorship that no longer complies with this policy or applicable laws.

### **Disclaimer of Endorsement**

The acceptance of advertisements or sponsorships does not imply endorsement by the District of the sponsor, products, services, or views expressed. The District remains neutral and does not endorse political or religious content or commercial entities.

**BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT**

**RESOLUTION 2025-05**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT, KITSAP COUNTY, WASHINGTON, ADOPTING A BULLETIN BOARD AND KIOSK POSTING POLICY FOR THE DISTRICT'S POLICY MANUAL**

**WHEREAS**, the Bainbridge Island Metropolitan Park & Recreation District has in place a District Policy Manual that includes board, operational, and personnel policies that the Board of Commissioners adopts by resolution when new policies are needed, or current policies require revision; and

**WHEREAS**, this resolution 2025-05 pertains to the addition of a bulletin board and kiosk posting policy in the operational section of the District's policy manual; and

**WHEREAS**, it has been deemed necessary by staff and the board to have a bulletin board and kiosk posting policy in place; and

**WHEREAS**, a draft of the bulletin board and kiosk posting policy was previously discussed at the March 20, 2025 board meeting,

**NOW THEREFORE BE IT RESOLVED** by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, that the bulletin board and kiosk posting policy, a copy of which is attached hereto as Exhibit "A", be adopted and included in the District's Policy Manual.

**PASSED** by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, at a regular meeting thereof held this 3rd day of April, 2025, the undersigned commissioners being present.

**BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT**

BY: \_\_\_\_\_  
Tom Goodlin

BY: \_\_\_\_\_  
Dawn Janow

BY: \_\_\_\_\_  
Jay C. Kinney

BY: \_\_\_\_\_  
John Thomas Swolgaard

ATTEST: \_\_\_\_\_  
Kenneth R. DeWitt

**Policy Name:** Bulletin Board and Kiosk Posting  
**Section:** 3000 Operational: 3100 Administrative  
**Policy Number:** 0000

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**Purpose:** To establish parameters around District bulletin board and kiosk posting.

**Reference:** None applicable

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## Policy:

The District accepts postings on District bulletin boards and kiosks. Many community partners and citizens request the opportunity to post at District sites. This policy lays out parameters for what is and is not permissible. This policy aims to maintain a professional, welcoming, and inclusive atmosphere that supports the District's mission and community values.

## Permitted Postings

District bulletin boards and kiosks are available to display postings provided the materials are non-commercial in nature. These materials can be placed in designated areas, not in other locations within parks or facilities.

1. Government:
  - Postings from local, state, or federal government entities to support public purposes such as public health campaigns, community services, or civic engagement.
2. Event and Program:
  - Postings promoting District events, recreational programs, or public initiatives aligned with the District's mission.
3. Community Information:
  - Postings from non-profit organizations or community-related information.

## Prohibited Posting Content

The following are not accepted:

1. Political Speech:
  - Postings advocating for or against political parties, candidates, public officeholders, or ballot measures.
2. Public Issue Speech:
  - Postings expressing opinions on economic, political, religious, or social issues, intended as platforms for public debate. Postings expressing positive or negative support for public issues.
3. Religious Advertising:
  - Postings promoting or opposing specific religions, practices, or religious organizations.
4. Prohibited Products and Services:
  - Commercial advertising is not allowed.
5. Harmful or Disruptive Content:
  - Postings that promote unsafe behaviors, contain graphic violence, profanity, discriminatory messages, or advocate illegal activities.
6. False or Misleading Content:
  - Postings that are fraudulent, deceptive, or misleading in ways that could harm or confuse the public.
7. Objectionable Content:
  - Postings that could disrupt the environment, harm public trust, or damage the District's reputation.

## **Designated Areas**

Materials will only be allowed in pre-approved locations in parks or within District facilities. These areas will be designated and managed by District staff.

Postings will be allowed on a space available basis. Postings will be prioritized by the following hierarchy:

1. Site rules and regulations
2. District events and information
3. Community partners and agency information
4. Community information
5. All other postings that comply with policy

If space is limited, staff will remove postings in order of priority.

## **Enforcement and Compliance**

Adherence to Guidelines: Noncompliance with these standards may result in the removal of the posting, and suspension of privileges. In severe cases enforcement could lead to a formal trespass notice.

Ongoing Monitoring: The District reserves the right to monitor and remove content that no longer aligns with the standards.

## **Disclaimer of Endorsement**

The acceptance of postings does not imply endorsement by the District.

**BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT**

**RESOLUTION 2025-06**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT, KITSAP COUNTY, WASHINGTON, ADOPTING A REMOTE WORK POLICY FOR THE DISTRICT'S POLICY MANUAL**

**WHEREAS**, the Bainbridge Island Metropolitan Park & Recreation District has in place a District Policy Manual that includes board, operational, and personnel policies that the Board of Commissioners adopts by resolution when new policies are needed, or current policies require revision; and

**WHEREAS**, this resolution 2025-06 pertains to the addition of a remote work policy in the operational section of the District's policy manual; and

**WHEREAS**, it has been deemed necessary by staff and the board to have a remote work policy in place; and

**WHEREAS**, a draft of the remote work policy was previously discussed at the March 20, 2025 board meeting,

**NOW THEREFORE BE IT RESOLVED** by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, that the remote work policy, a copy of which is attached hereto as Exhibit "A", be adopted and included in the District's Policy Manual.

**PASSED** by the Board of Commissioners of the Bainbridge Island Metropolitan Park & Recreation District, Kitsap County, Washington, at a regular meeting thereof held this 3rd day of April, 2025, the undersigned commissioners being present.

**BAINBRIDGE ISLAND METROPOLITAN PARK & RECREATION DISTRICT**

BY: \_\_\_\_\_  
Tom Goodlin

BY: \_\_\_\_\_  
Dawn Janow

BY: \_\_\_\_\_  
Jay C. Kinney

BY: \_\_\_\_\_  
John Thomas Swolgaard

ATTEST: \_\_\_\_\_  
Kenneth R. DeWitt

**Policy Name:** Remote Work  
**Section:** 3000 Operational: 3100 Administrative  
**Policy Number:** 0000

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**Purpose:** This policy outlines the District's position on remote work arrangements for full-time and regular part-time employees who are eligible for remote work.

**Reference:** None applicable

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### **Definitions of Remote Work Categories:**

**Transitional:** A consistent remote work schedule for no more than two days per week for an approved duration to accommodate situations such as but not limited to a relocation period after accepting a position with the District or moving.

**Temporary:** Three months or less in duration (may be eligible for extension) when an employee cannot physically work in the office. This would be considered reasonable accommodation for specific situations such as but not limited to recovering from an injury, surgery, major illness, etc.

**Case-by-case:** As an exception to the norm, situations will come up in employees' personal lives that may be accommodated, such as but not limited to minor illness, day care issues, pet issues, home repairs, and early or late appointments. May also be utilized by an employee performing a task requiring uninterrupted focus.

**Emergency/service interruption:** When situations cause travel to the office to be difficult or service interruptions preclude the ability to work from the office such as but not limited to inclement weather, power outages, and access issues.

### **Policy:**

While the District supports some flexibility, the District requires in-office collaboration as a priority to foster teamwork and productivity. In almost every case, positions eligible for remote work are those that work on a computer for some portion of their regular workday and therefore not all District positions are eligible for remote work. Employees in eligible positions may request permission to work remotely in certain situations. Remote work privileges are a significant exception to District expectations and are granted at the discretion of the District. This policy applies to an employee working from any place outside of their physical office space.

Remote work will only be considered where it has been clearly identified that one or more of the following applies:

- Remote work would enhance or maintain an employee's personal productivity.
- The employee's role is one that can be done remotely in an effective way.
- There is a demonstrable benefit to the District.
- There is a health and safety issue associated with working in the office (e.g. inclement weather, illness, etc.).

Remote work will require the following:

- There is no security of data or privacy concern.
- The employee's infrastructure/internet speed is suitable to complete the work.

## Approval Process for Remote Work

1. Employees will submit a request for remote work to their supervisor.
  - a. For **transitional** or **temporary** remote work:
    - i. Employees are expected to make the request at least two weeks in advance.
    - ii. The request must be approved by the supervisor and the executive director.
  - b. For **case-by-case** remote work:
    - i. Employees are expected to make the request as soon as they become aware of the situation.
    - ii. It is expected that if remote work is approved in this type of situation, that employees will use some leave hours to offset the interruption to the normal workday.
    - iii. Employees must notify their supervisors of which hours they are not working.
    - iv. The request may be approved by the supervisor unless it is ongoing for more than two days, in which case it must also be approved by the executive director.
  - c. For **emergency/service interruption** remote work:
    - i. It is acknowledged that in these rare instances it may be necessary for employees to request remote work at the time of the event.
    - ii. The request must be approved by the supervisor and the executive director.
2. If an employee's direct supervisor is absent for any reason (e.g. illness or vacation) remote work requests will be directed up the chain of command.
3. All remote work requests shall include:
  - a. The reason for requesting remote work (*employees are advised not to disclose sensitive or detailed medical or personal information that they would not be comfortable having released in a public records request*).
  - b. Details on how the employee plans to remain productive and accessible during the remote work period.
4. The supervisor and the executive director will evaluate requests based on workload, District needs, and the employee's past adherence to remote work expectations.
5. Remote work is not available to employees that are currently in a counseling or performance-based review.

## Expectations for Remote Work

1. Employees must maintain clear and consistent communication with all District staff during remote work.
2. During remote work employees shall communicate to all District staff that they are available remotely. (example: set Teams classification)
3. Work hours, availability, and productivity shall remain consistent with in-office standards and hours.
4. Employees are responsible for ensuring they have a suitable remote work environment with reliable and appropriately robust internet access and necessary equipment.
5. Employees who are approved for remote work are responsible for the care and prompt return of all District property and safeguarding of the information contained within that property which may be sensitive.

Remote work requests may be denied or privileges revoked for reasons such as but not limited to an employee failing to meet productivity or communication expectations.