

MEMORANDUM OF UNDERSTANDING

FOR MUTUAL COOPERATION AND SUPPORT
BETWEEN
SOUTH WHIDBEY PARKS AND RECREATION DISTRICT
AND
PORT DISTRICT OF SOUTH WHIDBEY ISLAND

This Memorandum of Understanding (“MOU”) is entered into by and between the South Whidbey Parks and Recreation District (“SWPRD”) and the Port District of South Whidbey Island (“Port”), collectively referred to as the “Partners.”

1. Purpose

The purpose of this MOU is to establish a framework for reciprocal cooperation between the Partners, including:

- (a) Use of certain equipment owned by SWPRD by the Port; and
- (b) Reciprocal access to Port-owned facilities for SWPRD programming and public-purpose activities.

2. Equipment Use Authorization

SWPRD may permit the Port to use designated equipment owned by SWPRD, subject to the following conditions:

2.1 Ownership

All equipment provided under this MOU shall remain the sole property of SWPRD. Nothing herein shall be construed as transferring ownership or creating any lease or property interest.

2.2 Permitted Use

Equipment may be used solely for public-purpose activities related to parks, recreational facilities, fairgrounds, or other public infrastructure located on South Whidbey Island.

2.3 Authorization and Scheduling

Use of equipment shall be subject to prior approval and scheduling coordination by the SWPRD Parks Superintendent or, in their absence, the Executive Director.

2.4 Operation, Care, and Responsibility

The Port shall ensure equipment is operated only by trained and authorized personnel in

accordance with manufacturer specifications and applicable safety requirements. The Port shall be responsible for damage to equipment resulting from its use, excluding ordinary wear and tear, unless otherwise agreed in writing. If mutually agreed, SWPRD staff may operate certain high-value or specialized equipment to ensure safe and proper use.

3. Reciprocal Use of Port Facilities

In consideration of the equipment authorized under this MOU, the Port agrees to permit SWPRD reasonable, non-exclusive access to designated Port-owned facilities for public recreational, educational, or community programming.

3.1 Coordination and Condition

Facility use shall be subject to advance coordination and approval by the Port's Executive Director or their designee. SWPRD shall use Port facilities in a reasonable manner and return them in substantially the same condition as received, ordinary wear and tear excepted.

3.2 Costs

Unless otherwise agreed in writing, use of Port facilities under this MOU shall not require payment of rent; however, SWPRD may be responsible for direct, program-specific costs such as staffing, utilities, or cleanup, as mutually agreed.

3.3 Liability

Each Partner shall be responsible for its own acts, omissions, officers, employees, volunteers, and agents in connection with activities conducted under this MOU, consistent with applicable Washington State law.

4. Insurance and Certificates of Coverage

4.1 Maintenance of Insurance

Each Partner shall maintain, at its own expense, appropriate general liability coverage or participation in a Washington State authorized self-insurance risk pool providing coverage for its operations under this MOU.

4.2 Certificates of Insurance

Upon request, each Partner shall provide the other with a current certificate of insurance or evidence of coverage demonstrating general liability coverage in force during the term of this MOU.

4.3 Additional Insured (If Required)

If requested for specific activities or equipment use, the providing Partner may require to be named as an additional insured with respect to activities conducted under this MOU,

to the extent permitted by law and coverage terms.

4.4 Notice of Cancellation

Each Partner shall provide reasonable notice to the other in the event of cancellation, non-renewal, or material reduction in coverage affecting this MOU.

4.5 No Waiver of Governmental Immunity

Nothing herein shall be construed as a waiver of any governmental immunity, limitation of liability, or protection afforded to either Partner under Washington law.

5. Term and Termination

This MOU shall become effective upon execution by both Partners and shall remain in effect unless amended or terminated by mutual written agreement of the Partners. Either Partner may terminate this MOU upon thirty (30) days written notice to the other Partner.

6. General Provisions

This MOU represents the entire understanding between the Partners regarding the subject matter herein. Any amendments must be in writing and signed by authorized representatives of both Partners.

SIGNATURES

PORT DISTRICT OF SOUTH WHIDBEY ISLAND

By:  _____

Name: Jim Pivarnik

Title: Executive Director

Date: April 20, 2026

SOUTH WHIDBEY PARKS AND RECREATION DISTRICT

By:  _____

Name: Brian Tomisser

Title: Executive Director

Date: 4/20/26

