

Southern Idaho Sailing Outreach

Questions and Answers



*Promoting Sailing and Youth Sailing
Education in Southern Idaho*

OUR ORGANIZATION

What is the structure of your organization and its history?

Southern Idaho Sailing Outreach (SISO) was incorporated in the state of Idaho in October 2017. Our mission is to promote sailing and sailing education, and provide sailing opportunities to the people of Southern Idaho. We emphasize youth education, safety, and accessibility of this great sport to all.

Our History: Our parent organization – **Southern Idaho Sailing Association (SISA)** – recognized a need for community outreach, and especially youth education, to provide for the future of sailing in Idaho. Several initial meetings culminated in the formation of our organization – Southern Idaho Sailing Outreach (SISO) – and the development of our vision and mission. We elected a Board of Directors, developed a business plan, and formulated our Articles of Incorporation. We were incorporated in the State of Idaho in late 2017, and obtained a 501 (c) (3) tax exempt determination from the IRS in 2018.

After incorporation and registration as a tax exempt charitable organization, we began fundraising to complete the various components of our mission. Our first action, in partnership with Ada County Waterways, was submission of a grant request to Idaho Department of Parks and Recreation, through their Waterways Improvement Fund, to improve the infrastructure at Lucky Peak’s Spring Shores Marina for small non-motorized water craft. The grant application was successful, and twenty-seven low profile docks were purchased and installed in spring of 2018. Another grant application for Phase 2 of the dock system was completed and submitted for the 2018 budget cycle. The second grant was also successful and the second phase of the docks was installed in spring of 2019, completing the infrastructure necessary for sailing instruction. To date we have raised more than \$120,000 in grants and matching funds for the dock improvement project.

With the dock infrastructure project in place, we initiated a partnership with the City of Boise Department of Parks and Recreation to train and certify sailing instructors, and to provide administrative support for youth sailing lessons. We also raised sufficient funding to purchase an initial fleet of instructional sailboats and interim coaching/safety boats, and began conducting youth sailing lessons in the summer of 2019.

We are currently in the midst of a capital campaign to secure the funding necessary to purchase improved safety boats, additional sailboats, and to ensure the ongoing viability of our education program. In 2020, weeklong summer sailing camps will be offered at Lucky Peak Reservoir through the City of Boise Parks and Recreation Department. The development of strategic partnerships with the City of Boise, Idaho State Parks, US Sailing Association, and Ada County, along with significant community funding support has allowed this program to move forward.

Why hasn't SISA – your parent organization – been teaching sailing?

SISA's mission has never been to teach sailing but to provide a venue for individuals and families to participate in organized sailing events. For more than 50 years, SISA has been bringing sailors together by hosting regattas, cruising events, and social gatherings. SISA has been a resource to help expand the sailing opportunities on the beautiful lakes of southern Idaho. Sailing instruction, however, requires facilities and an organizational structure far greater than what a weekend recreational sailing club can provide. For this reason, SISO was formed to provide those missing elements and to develop the strategic partnerships necessary to launch formalized sailing instruction in Southern Idaho.

Have you established any strategic partnerships?

Sailing instruction requires several major components: physical infrastructure, sailboats, instructors, and administration. SISO has developed strong partnerships with the following entities to meet these requirements.¹

- **City of Boise Department of Parks and Recreation** - The City of Boise plays an integral role in our mission. Boise Parks and Recreation provides the resources and administration for sailing classes at Lucky Peak. This includes providing instructors, marketing, class registration, transportation, and all the other requirements for a successful sailing instruction program.
- **Idaho Department of Parks and Recreation (IDPR)** - Residents of the Treasure Valley in southwestern Idaho are fortunate to have a great sailing venue right in their backyard. Spring Shores Marina, located on Lucky Peak Reservoir and State Park is the home of our instructional sailing program. IDPR maintains the marina and associated infrastructure, including docks, ramps, and storage facilities for our fleet of instructional sailboats.
- **Southern Idaho Sailing Association (SISA)** - SISO is the outreach arm of our parent organization - SISA – and we share the larger goal of promoting sailing in Southern Idaho. SISA provides expertise and opportunities for sailing, helps maintain our growing fleet of sailboats, coordinates sailboat races and related events, and, through membership with the Association, provides continued sailing opportunities for students.
- **Ada and Boise Counties** - Lucky Peak Reservoir, the home of our sailing venue, is located in both Ada and Boise counties. Ada County owns the docks at Lucky Peak, and both counties provide law enforcement and facilities management.
- **US Sailing** -US Sailing is one of the largest sailing organizations in the world, and provides significant support and resources for our sailing program. They provide our insurance and instructor certification, without which we would not be able to offer the caliber of sailing classes we are providing.

¹ Graphical Representation of SISO's Strategic Partnerships

Who is leading SISO and what are their backgrounds?

The SISO Corporate Board of Directors is composed of a volunteer group of highly motivated individuals of diverse professional backgrounds with one thing in common: *the passion for sailing*. These individuals all have professional and family ties to the Treasure Valley. They understand the benefits that come from growing up with a sailing background. Collectively, our Board Members have more than 200 years of sailing experience!

Our program is administered, managed, and directed by the following Board of Directors and Advisory Members. These individuals bring a wealth of enthusiasm and a diverse background of experience and expertise to our program.

Board of Directors

Peter Palmer, Co- Chair/Treasurer: *Retired with more than 30 years of experience in management positions with the Federal Government, Commodore of Southern Idaho Sailing Association, with 10 years of sailing experience. Peter is a certified Level 1 Small Boat Sailing Instructor with US Sailing.*

Howard King, Co-Chair: *Retired from a career in insurance, as well as being the managing partner of a successful local hotel. Howard has more than 50 years of sailing, racing, and cruising experience in the Great Lakes, Pacific Coast, San Juan Islands, and now the waters of Idaho.*

John J. Burke, Sailing Instructor, Legal Advisor: *John is an attorney and partner with the law firm Elam & Burke, P.A., in Boise, Idaho. John is a certified Level 1 Small Boat Sailing Instructor with US Sailing and has been sailing dinghies, keelboats and catamarans since 1971. He is a past Commodore of the Mill Harbor Yacht Club in McCall, Idaho and regularly crews aboard S/V Mary Rose, a 1926 Herreshoff schooner, in the Antigua Classic Yacht Regatta.*

Steve Christiansen, Lead Sailing Instructor: *Retired architect and past Principal of Lombard Conrad Architects, with 40 years of sailing experience. Steve specializes in Laser sailboat racing and is a certified Level 1 Small Boat Sailing Instructor with US Sailing.*

Eric Davis, Fundraising Chair: *Owner and Manager of Retail West Properties, LLC of Boise, a commercial real estate development firm specializing in retail and mixed-use projects in the Intermountain West. Eric and his wife, Nancy, have been sailing for 13 years, keeping a cruising boat, SAGE, in Bellingham, Washington and a smaller sailboat on Lucky Peak, Spring Shores Marina during the summer.*

Tina Klamt: *Retired with more than 30 years of experience in management positions with State Government. Tina has 36 years of sailing experience, has served several terms as Commodore and Treasurer of Southern Idaho Sailing Association, and took third place in the Silver Fleet 2012 Catalina 22 National Championship Regatta.*

JT More: *Idaho Certified Commercial Appraiser, Business Owner, and State Licensed Guide (27 years). 2018 Race to Alaska finisher (first Idaho boat to compete). JT has served many terms on the board of the Southern Idaho Sailing Association and has 48 years of sailing experience. He loves racing beach catamarans and is a Level 1 Small Boat Sailing Instructor with US Sailing.*

Advisory Members

Marie Hattaway: *Community Partnership and Youth Recreation Manager for Boise City Parks and Recreation. Marie oversees the recreational coordinators who manage youth programs for the City of Boise. She has 16 years of experience in the non-profit and political/public policy arena, as well as business management. Marie brings a wealth of experience and a passion for providing youth with opportunities that keep them safe, active, and learning beyond traditional school time.*

Lynette Hoy, Public Relations Manager: *Lynette is Founder and CEO of Firetalker PR, a public relations firm, and has been active in the industry for 27 years. Lynette gets to the heart of what drives those she serves with a knack for igniting curiosity that drives creativity, and bringing stories to light. Over the years her passions have included working with the Oakland Parks, Recreation and Youth Development in California, as a part of the outdoor nature program*

Clay Lee: *Performing Arts Recreation Coordinator for Boise Parks and Recreation. Clay has operational responsibility for our youth sailing education program. Clay's experience running programs and services for Boise's families and youth brings him a deep appreciation for the benefits of recreation. He is excited about the opportunities SISO brings to the recreational portfolio that Boise City Parks and Recreation offers to the youth of Southern Idaho.*

Surat Nicol: *Assistant Manager of Lucky Peak State Park. Surat is responsible for operations of the Park, as well as Spring Shores Marina, where our sailing instructional facilities are located.*

Chris Marshall, SISO Education Liaison: *Chris is a retired CEO of a local Idaho corporation. He started sailing in the early 1980s with the British Royal Navy. He sails his 46-foot sailboat in the Virgin Islands, and his 14-foot dinghy in Idaho. Chris is currently the vice chair of Sage International School group board and is the Bogus Basin School Race Program development team leader.*

Kent Reetz, Certified Sailing Instructor: *Kent grew up boating in South Florida. He ran a 1976 26' Silvertown, "The Ionic", out of Key Largo, Deerfield and Palm Beach for almost ten years. In addition to being part of our instructor cadre, Kent manages our motorized coaching/safety boat fleet.*

Vince Serio, Certified Sailing Instructor: *Vince is a family physician and Assistant Professor of Family Medicine at the University of Washington School of Medicine, and serves on the faculty at the Family Medicine Residency of Idaho. He races a MacGregor 26D. He has recently restored and sails Hampton One-Design #342, an 18' wooden sailboat designed by his grandfather in the 1930's.*

Are you open to expanding your Board?

Absolutely. Volunteers who bring value to our mission are always welcome.

How are your current finances managed?

We maintain our financial assets in a business account at Wells Fargo Bank. We use the services of a professional book keeper and Quick Books to track our donations and expenditures, using Generally Accepted Accounting Principles (GAAP). Our books are audited annually by a Certified Public Accountant, who also prepares our tax returns.

As of the end of 2019, we have raised more than \$200,000 from grants, donations, and small low interest loans. Financial statements are available upon request.²

How are you handling risk management?

Our organization is insured by Chubb through US Sailing Association for operational liability, directors and officers insurance, employment practices liability, and loss and damage of our instructional sailboats. We require student liability waiver forms prior to the use of our instructional boats, as well as the use of all recommended and mandatory safety equipment. Our student to instructor ratio is defined by US Sailing Association standards for effectiveness and safety.

We have adopted a Conflict of Interest Policy, as well as a Non-Discrimination Policy to ensure that our operational practices are legal, ethical, and fair. We coordinate insurance and liability issues with the City of Boise, who manages the instructional program, and we have retained the services of an attorney specializing in risk management for comprehensive review and oversight.³

Our sailing instructors are certified by the US Sailing Association in both small boat sailing as well as powerboat operations. They are also certified in First Aid, CPR, Safesport (Sexual Harassment Training), and NASBLA (National Association of State Boating Law Administrators).

SAILING LESSONS

What is SISO's relationship with Idaho Department of Parks and Recreation?

Idaho Department of Parks and Recreation (IDPR) manages Spring Shores Marina at Lucky Peak State Park. This infrastructure – the marina and reservoir – is essential to our sailing program. IDPR maintains the marina and associated infrastructure, including docks, ramps, and storage facilities for our fleet of instructional sailboats.

IDPR's mission is to improve the quality of life in Idaho through outdoor recreation and resource stewardship, and their leadership is enthusiastic about the recreation opportunities that this partnership presents. Their Director, David Langhorst, describes the agency's support of this partnership:

² Income Statement, Balance Sheet

³ Risk Management Strategies for Nonprofit Recreation Groups by David Claiborne and Kyle Woods

“Our agency’s main priority is to enrich the quality of life in Idaho by providing new and unique ways to recreate outdoors. We fully support partnerships that help meet the needs of our state’s growing population and ever-changing recreational interests. The sailing program proposed by SISO does just that by offering a unique, close-to-home opportunity for people to learn and perfect their sailing skills. Lucky Peak State Park is pleased to host this project in collaboration with the City of Boise, Ada County, and SISO!”

- Director David Langhorst, Idaho Department of Parks and Recreation, November 2018

What is the arrangement between SISO and the City of Boise?

SISO and the City of Boise Parks and Recreation Department have formed a strong partnership. A Memorandum of Understanding (MOU)⁴ clearly defines the roles and responsibilities of each organization. Boise Parks and Recreation is our strategic partner and will be operating and administering sailing lessons. They will be providing all administrative and personnel management responsibilities, such as recruitment and certification of sailing instructors, advertising and marketing, fee collection, student registration and transportation, and all other administrative details for the community sailing program.

How do instructors become certified by US Sailing?

For more than 120 years, the US Sailing Association⁵ has been the national governing body providing leadership for the sport of sailing in the United States. They certify our sailing instructors for the youth sailing program. To become a small boat level one sailing instructor, the instructor candidates must successfully pass a four day, 40-hour hands-on intensive course, followed by a comprehensive exam administered by the US Sailing Association.

Certification requirements include demonstrating the required skills of sailing small non-ballasted boats, experience in operating a power boat (safety boat), classroom and on the water teaching techniques, as well as risk management and safety. Prerequisites include CPR Certification, National Association of State Boating Law Administrators (NASBLA) Safe Boating certification, SafeSport Training, and the ability to swim 50 yards both with and without life jacket.

What are the ages of the students and how many will be in each class?

The City is initially conducting youth sailing camps for youth 12-17 years; future plans include adult and family courses. Each week-long summer camps serve a maximum of 10 students, with a minimum of two sailing instructors and one City support staff. The City will alternate beginner and secondary courses once there is demand for more advanced sailing instruction.

⁴ Memorandum of Agreement between City of Boise Parks and Recreation and SISO

⁵ US Sailing Small Boat Sailing Instructor Certification Course Host Facility Form

What will be the typical class structure and day at Spring Shores, Lucky Peak Reservoir?

The City of Boise is using the Park City, Utah youth sailing program as a model (See the draft schedule below). The first day of the camp will be an introduction to the course, meeting instructors and classmates, safety, and basic small boat sailing concepts in a classroom environment, followed by a swim test and beginning on the water training.

One Week Program Goals (Beginner Class):

- Camp safety
- Basics of sailing (dry land drills, sailing theory, and sailboat terminology)
- Boating safety
- Maximize time on the water
- Teach ergonomics (competent movement in boat)
- Boat safety and handling (life jackets, helmets, instruction, sail upwind, tack/gybe, dock)
- Basic seamanship (knots, rigging, equipment maintenance)

| Time | Activity |
|------------------|--|
| 8:15 – 9:00 am | Meet at Fort Boise Community Center (FBCC), travel to Lucky Peak |
| 9:00 – 9:15 am | Gather – games to learn names and break the ice |
| 9:15 – 9:30 am | Daily briefing & review |
| 9:30 – 10:00 am | Water-based Lessons |
| 10:00 – 12:40 pm | On water drills |
| 12:40 – 1:10 pm | Lunch |
| 1:10 – 1:30 pm | Debrief/review |
| 1:30 – 2:30 pm | Hands on STEM sailing activity or dry land lesson |
| 2:30 – 3:00 pm | Games, sailing themed |
| 3:00 – 4:00 pm | Wrap up and return to FBCC |

How many kids will benefit each year?

Early in our program, we estimate up to 120 students in the summer with 10 courses, plus an evening course. Subsequent years will likely see many return students taking more advanced classes.

What will it cost to take lessons and what if a kid can't afford the fee?

Registration fees are approximately \$260 for Boise City residents for the one week camp. The City offers families an application process that will qualify them for sliding scale scholarships from 25% to 100% discount for camps and classes. The City may also be in a position to work with local Community Centers to offer this camp at no charge to low-income students enrolled in City sponsored summer long day programs.

What if there is no wind?

Even if there is no wind the students will still experience a fun filled educational day. The lesson plans will be focused on teaching opportunities such as rigging the boat, knot tying, capsizing and righting practice, power boating safety lessons, nautical terminology, wind awareness, water safety and kinesthetic skills, just to name a few. These activities will include demonstrations and games to make it fun and will support a variety of learning styles. Our classroom location at Spring Shores Marina allows us to monitor current wind and weather conditions and adjust our daily schedule accordingly.

What if there is too much wind?

Safety for the students is our top priority. If there is too much wind, the students will not be sailing. The day activities will be similar to the "no wind" teaching strategy.

Our instructional boat - the RS Zest- is a unique small teaching sailboat where the mainsail can be reefed (depowered) by wrapping it around the mast. This allows instruction in a broad range of wind conditions.

How will the power boats be used?

The power boats are integral to the program and will be used for both instruction and safety. They will be used as the platform from which the instructors will be teaching the students. Once the students are in a sailboat on the water, the instructors will be on the power boats and will stay in close proximity to the students. This proximity will allow instructors to verbally communicate with the students and carefully monitor their skill development and interaction with the boat.

The power boats will also play a key role in the safety and security of the students. For example, if a student is unable to right the boat after a capsize, the power boat will be used to assist. If the weather becomes an issue, the power boats will assist bringing students and sailboats back to shore. There will be one power boat on the water for each 10 students on the water.

How committed is the City to the program, and are they a reliable partner?

The City of Boise has significant experience in managing classes such as these, including mountain biking, rock climbing, and adventure camps at Bogus Basin. These classes are also examples where the City has partnered with other organizations and professionals for the needed expertise. SISO brings significant financial and technical resources to the table, and the City of Boise is eager to capitalize on these resources to offer the community more choice in recreational pursuits. Doug Holloway, the Director of Boise Parks and Recreation, fully supports this partnership:

"Boise Parks and Recreation is proud to support another partnership that has the potential to offer our community more choices in quality recreation. Adding sailing to the extensive list of activities that our community can access through the City of Boise encourages children and families to learn and stay active, while exposing them to another Olympic sport. We hope to open enrollment for the sailing program by the summer of 2019."

- Director Doug Holloway, Boise Parks and Recreation, October, 2018.

Who else is teaching sailing lessons and have you spoken with them?

We have reviewed several similar instructional sailing programs, including:

Mission Bay Aquatic Center, San Diego, California
Willamette Sailing Camp, Willamette, Oregon
Sail Sandpoint, Seattle, Washington
Corinthian Yacht Club, Seattle, Washington
Center for Wooden Boats, Seattle, Washington
Caye Caulker Sailing Camp, Belize
Oak Harbor Sailing School, Oak Harbor, Washington
Park City Sailing, Park City, Utah

We have much in common with the Park City program, so several of our members have coordinated with their officers on financial and operational considerations. They have been very encouraging and supportive, sharing experiences and tips from 8 years of operations.⁶

What will you do if the City of Boise discontinues its sailing lessons?

Our agreement with the City insures that the program will continue if either party is unable to participate at some point in the future. SISO has named the city as our dissolution beneficiary for all boats and equipment, so the City could go forward with the program even without SISO support. In the unlikely event the camps are not offered through the City, SISO will still have qualified instructors, skills, knowledge, and infrastructure to offer the community an introduction into the sport of sailing. With instructors, docks and boats, SISO will have what is necessary to build an outreach program without the City, though it will not have the reach and administrative support that the City readily offers.

BOATS AND EQUIPMENT

What kind of boats are being used?

Both sailboats and power boats are used to support the program.⁷⁸⁹

Sailboats: The beginner sailboats we are using were highly recommended to us by the US Sailing Association as excellent choices to teach sailing. We currently have a fleet of 10 RS Zests boats which are used for our novice level students. In the future, we hope to slightly expand the fleet of beginner boats, as well as purchase a fleet of more advanced sailboats (such as a Club 420) for those students who wish to improve their skills – possibly in preparation for collegiate or even Olympic sailing. Both boat types will accommodate solo or tandem sailing.

⁶ Notes from Park City Sailing Director's Teleconference, Nov. 14, 2018

⁷ RS Zest product brochure

⁸ Club 420 product brochure

⁹ Safety/Coach boat brochure

Power boats: SISO currently has two used fiberglass safety boats. For improved reliability, and safe and effective instruction, SISO needs two Rigid Inflatable Boats (RIBs). This type of boat provides an ideal platform for teaching as well as rescue or assistance operations. The low freeboard (distance from the waterline to the deck) and soft inflatable sides makes this an excellent choice for maneuvering around small sailboats.

Who will maintain the boats?

SISO and SISA volunteers, or a possible future employee, are responsible for boat maintenance.

Where will the boats be stored in the off season?

SISO's fleet of RS Zests are stored inside a container at our sailing facility at Spring Shores Marina in the off season. We have an agreement with a private storage facility for off season storage of our power boats.

What equipment is needed in addition to the boats?

Additional equipment needed for a fully functional program include a shipping container(s) for storage of sails and other equipment, storage racks, boat trailers and dollies, life jackets, spare parts inventory, coolers for student lunches, and water dispenser/coolers.

Describe the existing floating docks that you obtained through the grants.

The low profile polyethylene docks are manufactured by EZ Dock, which was founded in 1991. These docks are only 8 inches tall and have a freeboard height of 5-1/2 inches above the water when unloaded. This low profile is ideal for sliding the small sailboats onto the docks or putting the boats in the water. The lower freeboard height also provides for easy boarding or un-boarding from the boats. The plastic construction is user and boat friendly and minimizes the chance of injury to students or damage to equipment.

CAPITAL CAMPAIGN DETAILS

How did you arrive at the amount of your overall request?¹⁰

Our Board Members possess a wide variety of skills, ranging from construction estimating to budget management. Our business plan was researched and developed over a two year period, using current quotes from vendors as well as reasonable estimates. See the attached "Budget and First Year Capital Requirements" for more information.

¹⁰ Budget and First Year Capital Requirements, including annual recurring costs

How will you cover the on-going costs?

SISO will utilize sustaining grants and donations, and will investigate the future use of user fees as the program progresses.

What are the various levels of donation / sponsor recognition?

| | | |
|----------------|-----------|--|
| Bronze Level | \$1,000 | Name of Donor Wall |
| Silver Level | \$10,000 | Name on Student Sailboat |
| Gold Level | \$25,000 | Name on safety/coach boat |
| Platinum Level | \$100,000 | Name on Spring Shores Sailing Facility |

All donors will be recognized on our website, unless they request anonymity. Major Donors (\$10,000 level) will receive special recognition, with their logos and links prominently displayed. Corporate sponsors will also be recognized with their links and logs.

What are your financial priorities?

Our program is scalable; though we currently have the capacity to teach beginning youth sailing classes, our safety boats are outdated, and we are operating at maximum capacity with no reserve for equipment failure. Our priorities are:

- Purchase two “spare” RS Zest to avoid downtime in the event of equipment failure.
- Purchase two replacement safety/coach boats to improve reliability, safety, and teaching effectiveness.
- Purchase a fleet of advanced safety boats for intermediate and advanced level classes.
- Obtain storage facilities (containers or similar storage) for our teaching sailboat fleet.
- Build a learning facility/sailing center to improve our classroom learning environment.
- Obtain adequate funding to ensure future viability for a minimum of three years (insurance, spare parts, maintenance and repairs, etc.)

REFERENCES AND PROGRAM PARTICIPANTS

Boise City Department of Parks and Recreation: Marie Hattaway, Community Partnerships and Youth Recreation Manager. mhattaway@cityofboise.org (208) 608-7688

Idaho Department of Parks and Recreation: Surat Nicol, Assistant Manager, Lucky Peak State Park. surat.nicol@idpr.idaho.gov (208) 336-9505

Ada County Parks and Waterways: Scott Koberg, Director. skoberg@adaweb.net (208) 577-4578

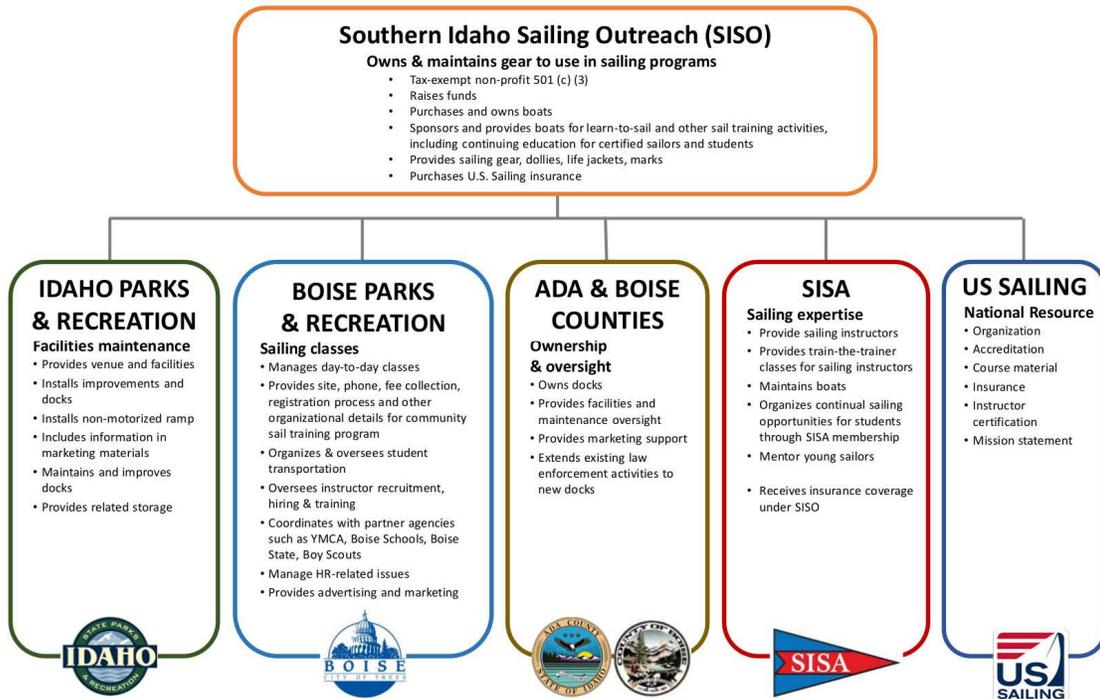
Park City Sailing: Buster Pike, President. Buster.Pike@hydrostudios.com (801) 618-1671

West Coast Sailing: Chris Brown, Vice President of Sales. sales@westcoastsailing.net (503) 285-5536 x2

Sawtooth Law Offices: David Claiborne, Partner. david@sawtoothlaw.com (208) 629-7447.

FOOTNOTES AND REFERENCES

Footnote 1: Graphical Representation of SISO's Partnerships



Footnote 2: SISO Profit and Loss Statement

2:29 PM
12/09/19
Accrual Basis

**Southern Idaho Sailing Outreach
Profit & Loss
January through December 2019**

| | <u>Jan - Dec 19</u> |
|---------------------------------|-------------------------|
| Ordinary Income/Expense | |
| Income | |
| Direct Public Support | |
| Corporate Donations | 35,900.00 |
| Individual & Business Donations | <u>35,100.63</u> |
| Total Direct Public Support | <u>71,000.63</u> |
| Total Income | 71,000.63 |
| Expense | |
| void | 0.00 |
| Interest Expense | 92.96 |
| Business Expenses | |
| Dues and Subscriptions | 470.00 |
| Business Registration Fees | <u>50.00</u> |
| Total Business Expenses | 520.00 |
| Contract Services | |
| Legal Fees | <u>843.75</u> |
| Total Contract Services | 843.75 |
| Facilities and Equipment | |
| Fees and Registrations | 2,998.10 |
| Equipment & Maintenance | 3,249.78 |
| Equipment Storage Expense | <u>1,937.54</u> |
| Total Facilities and Equipment | 8,185.42 |
| Operations | |
| Bank Service Charges | 3.95 |
| Advertising Expense | 952.99 |
| Fuel Expense | 86.35 |
| Postage, Mailing Service | 22.00 |
| Printing and Copying | 58.83 |
| Supplies | 388.72 |
| Website Expense | <u>305.00</u> |
| Total Operations | 1,817.84 |
| Other Types of Expenses | |
| Insurance - Liability, D and O | <u>1,772.00</u> |
| Total Other Types of Expenses | 1,772.00 |
| Travel and Meetings | |
| Conference, Convention, Meeting | <u>1,179.00</u> |
| Total Travel and Meetings | 1,179.00 |
| Total Expense | <u>14,410.97</u> |
| Net Ordinary Income | <u>56,589.66</u> |
| Net Income | <u><u>56,589.66</u></u> |

Footnote 3: RISK MANAGEMENT STRATEGIES FOR NONPROFIT RECREATION GROUPS

*by David P. Claiborne, Sawtooth Law Offices, Boise, Idaho
and Kyle Woods, Associated Insurance Services, Boise Idaho*

Introduction

Motorized recreation groups are typically formed at the very local level. They usually begin by group of friends gathering to enjoy their sport, and as the group grows, they expand to more formal processes, including regular meetings, fundraising, community service, and organized activities. These recreate on groups typically rely on unpaid volunteers to perform all of their functions. It is hard to imagine any motorized recreation group operating effectively without the time, skills and commitments of volunteer workers. But, there are risks associated with volunteering and using volunteers. People volunteer for many reasons ranging from altruism, wanting to make the world a better place, to advance their sport, and to meet new people. Whatever motivates someone to volunteer for your organization, it should be a win-win situation for both parties. The rewards should be plentiful for the volunteer, the organization and the community. A volunteer may experience a sense of receiving more than he or she gives and thoroughly enjoy the experience. However, that joy can quickly change to remorse or anger if the volunteer sustains an injury to himself, or is accused of causing harm to another. Every nonprofit wants to provide a safe environment for its leaders, members and others with whom the organization interacts. Every nonprofit should be committed to taking the steps to balance the risks or dangers to its volunteers and others with the potential rewards for the volunteers, the organization and society. These volunteer risks should be managed effectively to protect everyone involved with the organization.

Volunteer Liability

A principal concern of any organized recreation group should be volunteer liability. Volunteer liability refers to an organization's potential responsibility for the actions or inactions of its volunteers, including board members and ride leaders. It may also refer to the club's potential responsibility for harm suffered by a volunteer. Volunteer liability may result from any of the following –

- The club providing its volunteers with unsafe tools, equipment or machinery (e.g., chain saws);
- Sponsoring or promoting events and activities with known dangers and hazards (e.g., off-road riding opportunities);
- Failing to supervise leaders, volunteers or those participating in a club-organized event or activity;
- Negligent or careless conduct of a volunteer (e.g., a ride leader).

While the law provides some relief for the negligent acts of volunteers, these laws vary widely from state to state and are often misunderstood. Don't make the mistake of assuming that your nonprofit will be exempt from liability because its purposes are charitable, or because the person responsible for the harm is a volunteer. Most lawsuits involving nonprofit organizations and volunteers generally concern negligence (doing something a reasonable person would not do under the circumstances). Allegations of negligence may be made against an individual volunteer, the nonprofit organization, or both. The fact that an action taken by a volunteer is expressly forbidden by the nonprofit or contrary to organizational procedures will not necessarily allow the nonprofit to escape responsibility. Nonprofits may be held liable even when a volunteerism acting outside his or her duties.

Minimizing Risk Exposure through Incorporation

One strategy for minimizing risk exposure for volunteer liability is to conduct your club operations through an organized entity called a nonprofit corporation. Organizing a nonprofit corporation in Idaho is easily accomplished. *First*, the club leaders need to convene an organizational meeting of the club and adopt Articles of Incorporation. A form for that purpose can be obtained from the Idaho Secretary of State at –

<https://sos.idaho.gov/corp/2015/Art%20of%20Incorp%20nonprofit%202015%20FILL.pdf>.

The fill-in-the-blank form is filed with Secretary of State after it is completed and signed by the club officers, and a small filing fee is paid. *Second*, the club should adopt bylaws setting forth the rules for running the organization – who can be a member, what are the dues, when are leader selected, what are the leadership positions, etc. *Third*, the club should obtain a federal taxpayer identification number and then open a bank account in the club’s name, with the leaders acting as signers. *Finally*, the club should have regular meetings and at least an annual business meeting to review the bylaws and elect new leadership.

The benefits of incorporation include the following –

- Club members are not liable for the acts of the club, or for the debts, liabilities and obligations of the club [Idaho Code § 30-30-406];
- Officers, directors and volunteers are entitled to be protected by the organization for any alleged negligence or misconduct, and the club can purchase insurance for liability resulting from their acts or inactions while helping with club activities [Idaho Code § 30-30-626];
- Club leaders are not personally liable for club debts, acts and obligations, and they cannot be held personally liable for their own conduct on behalf of the club so long as it is performed in good faith, with ordinary care, and in the best interests of the club [Idaho Code § 30-30-618].

Additionally, once organized as a nonprofit corporation under Idaho law, the club then has the option to become exempt from taxation under 501(c)(3) of the U.S. Internal Revenue Code. If the club elects to obtain that tax status, then it receives the benefits of the Federal Volunteer Protection Act [42 USC § 14501 *et seq.*]. Under the Federal Volunteer Protection Act, a volunteer of a nonprofit organization cannot be held liable for harm caused by an act or omission of the volunteer on behalf of the organization [42 USC § 14503]. Again, to receive this protection, the club must be exempt from federal taxation under Section 501(c)(3). Also, the protections only apply if the volunteer is acting within the scope of his responsibilities and not in an intentional or criminal manner [42 USC § 14503, 14505]. The person also must be a volunteer – meaning the person is not receiving compensation – reasonable reimbursement or allowance for expenses actually incurred is allowed [42 USC § 14505(6)].

Reducing Risk Exposure through Waivers

Another strategy to reduce risk exposure to your club and volunteers is to insist that event participants execute a document acknowledging the risks of the activities and agreeing to hold harmless the club and its volunteers from any injuries suffered by the participant while engaged in the activity. While our courts have not determined that such documents are absolute defense to any claim that may be brought by an injured person, they are good evidence that a person knew the risks of the activity and therefore have comparative responsibility for their injuries. This can be very effective to minimize your

club and volunteer risk exposure, and serve as deterrent to an action even being brought in the first place. Attached is the form used by the Idaho State ATV Association, which is also available on its website at –

<http://idahostateatv.org/publications.html>.

Protecting from Risk Exposure through Insurance

While volunteer protection or charitable immunity may provide a limited defense for certain claims, clubs should still consider the costs of defending a lawsuit. Without adequate protection, in certain cases, a club's directors and officers could be personally responsible for a judgment against the nonprofit. The costs of defending against a lawsuit can also be devastating to a club's future. One of the most important ways to protect the club is with appropriate insurance coverage, including general liability, and directors and officers, coverage, that names volunteers as additional insureds. Various types of available insurance are discussed below, in order of importance and priority of recommendation.

Property and Inland Marine Coverage. Many clubs outright own, or lease, real and personal property for the benefit of the club (e.g., warming sheds, groomers, grooming equipment, trailers, tools, machinery, vehicles, etc.). Ownership of such property exposes your club to the risk that the property may be vandalized, stolen, burn or be subject to some other casualty or harmful event. Clubs that own or lease property are highly encouraged to obtain property and inland marine insurance to replace the property in the event of loss.

Directors and Officers Coverage. D&O Policies are highly encouraged. Many volunteer board members believe that because they are donating their time, they are or should be immune from suits alleging wrongful acts while volunteering. This is simply not the case. Board members or directors of a nonprofit are vulnerable to suits filed by persons injured by the organization, its volunteers or during its activities. Nonprofit directors and officers are responsible for fiduciary duties owed to the nonprofit, to the other directors and officers, and to third parties such as donors and members. Directors and officers can be liable for grossly neglectful decisions and wasting resources. This is known as the "duty of care." The three fiduciary responsibilities include:

1. *Duty of care.* Directors and officers must exercise reasonable care, actively participate in decision-making and are held liable for ordinary negligence. Ignorance is not an excuse.
2. *Duty of loyalty.* An officer or director must not use his or her position to pursue outside transactions or interests.
3. *Duty of obedience.* Directors and officers must comply with all federal and state reporting requirements, and ensure the nonprofit is dedicated to its stated mission statement and goals.

Lawsuits for a breach of fiduciary duty can be brought by fellow officers and directors, the state attorney general, the nonprofit's members or the IRS. In some fiduciary breach cases, the IRS could revoke a nonprofit's 501(c)(3) tax-exempt status. A D&O policy provides defense coverage and payment of damages for potential personal liability of your club leaders while performing their leadership functions.

Employment Practices Liability (First Party and Third Party). More and more employees are taking legal action against their employers for what they see as discriminatory practices in the workplace. With the potential costs they may bring, an EPL claim can be incredibly damaging to a nonprofit organization, especially a small one. Implementing appropriate employment practice standards to stop harassment and discrimination will reduce the chances that an employee can make a successful claim, while also creating a positive atmosphere throughout your organization. It's important to extend these same policies to any volunteers you have working at your organization. EPL claims made by volunteers exist in a legal gray area largely defined by the extent of the volunteer's involvement with the organization. While most of the time volunteers have no legal base for a claim, it is still important to treat them with the same respect as any other employee.

Employee Dishonesty. Employee dishonesty coverage is designed to insure against an employee's fraudulent or dishonest act, such as embezzlement. Employee dishonesty coverage should be expanded to include volunteers as employees. Background checks should be conducted on all employees and volunteers handling money.

General Liability Coverage. Commercial General Liability (CGL) policies protect a nonprofit and its directors, officers, and employees for claims alleging property damage, bodily injury, and personal injury. Although a CGL policy provides broad coverage, it does not address every possible liability exposure. Policy coverages vary by company and endorsements. For covered claims, a CGL policy will pay the costs to defend against allegations and for damages due to the negligence of the insured. A CGL policy does not provide automatic coverage for all injuries. It is triggered if there is an allegation that your nonprofit or its volunteer or employee was "negligent."

Volunteer Accident Coverage. Volunteer Accident Policies cover the medical expenses incurred by a volunteer while serving a nonprofit. Remember that Medical Payments under the CGL policy and any volunteer accident policy are usually excess over the volunteer's existing health insurance. These policies typically pay when the injured volunteer's health insurance doesn't apply or limits have been exhausted.

Personal Liability Coverage. Most of your volunteers are likely to have a personal liability insurance policy (e.g., Homeowners or Renters, Umbrella/Catastrophe policies). Many people believe that nonprofits need not purchase liability coverage that protects against harm caused by volunteers because their volunteers' personal insurance is sufficient. Remember that very few homeowners or personal liability policies provide coverage for governance or management acts undertaken on behalf of a nonprofit. If a volunteer believes they are adequately protected by such policies they should be encouraged to review the wording of their policy carefully to make certain that it provides adequate coverage. Also, remember these personal liability policies provide no protection or coverage for the nonprofit organization.

Automobile Liability Coverage. There are several critical concepts necessary to understanding auto liability coverage. *First*, remember that the coverage follows the car. That means that a driver's personal auto liability coverage (even while that person is volunteering for a nonprofit) will usually respond first when he or she is involved in a collision. As an extra layer of protection, nonprofits with volunteers who drive their own cars on behalf of the organization may purchase "hired and non-owned" commercial auto insurance. This coverage is triggered when the limits of the volunteer's or employee's personal auto insurance are exhausted, and the nonprofit is sued for damages resulting from the collision. It also

applies on a primary basis if, for some reason, the personal auto liability coverage does not apply or does not even exist.

Special Event Coverage. Special Event Liability Insurance (also referred to as Spectator Liability) is an insurance policy designed to provide broad protection for situations in which a club must defend itself against lawsuits or pay damages for bodily injury or property damage to third parties in relation to a special event or activity (e.g., a poker run). This policy also gives protection to the venue and sponsors of the event by adding them to the policy as an additional insured. Insurance for the above can be obtained by contacting a local insurance broker, who can typically shop the coverage you need among various insurance companies. Costs of coverage will vary among companies, so having an independent broker assists in shopping multiple companies and obtaining competitive prices. For many clubs, insurance premiums may be prohibitive, particularly without increasing member dues or assessments. Regardless, clubs should obtain bids for coverage and thoroughly discuss and debate the coverages, deductibles and prices, and then decide how to proceed based on your own club's comfort level.

Conclusion

Organized motorized recreation clubs are growing in popularity, membership and frequency of activities. With this growth comes increased exposure to risks, casualties and claims (whether of merit or not). Incorporation of the club is highly recommended. Balancing and managing risk further suggests, highly, that insurance coverage be obtain. It is a disservice to your club not to insure owned property, and not to insure club leader's through D&O coverage. Liability protection is also highly advised given the inherent dangers of motorized recreation.

Additional Resources

<https://www.insurancefornonprofits.org/resources/Booklet-Volunteers.pdf>
http://www.mtnonprofit.org/uploadedFiles/Files/Prod-Svc/DOProgram/DO_Basic_Risk_Management_Paper.pdf

Disclaimer

This article is designed to provide general information and not to provide specific legal advice to the reader or any organization. This paper is not intended to offer legal advice or counsel. The information contained in this paper does not alter the terms of any insurance contract or the law of the jurisdiction which is the site of any potential claim or suit. It is the terms and provisions of your insurance contract which provide the scope of the applicable coverage. Because the areas of law constantly change, those using this paper should not rely on it as a substitute for independent research.

About the Authors

David Claiborne is a partner with the Boise-based law firm of Sawtooth Law Offices. He is also the President of the Idaho State ATV Association. David can be contacted by telephone at 208-629-7447 or by email at david@sawtoothlaw.com.

Kyle Woods is a risk advisor and sales executive with Allied Insurance Services in Boise. Kyle can be contacted by telephone at (208) 336-7733 or by email at kylew@aisidaho.com.

Footnote 4

MEMORANDUM OF AGREEMENT
Between
THE CITY OF BOISE CITY, IDAHO
and
THE SOUTHERN IDAHO SAILING OUTREACH, INC.

This Memorandum of Agreement ("Agreement") is entered into this 12th day of June, 2019, by and between the city of Boise City, an Idaho municipal corporation, by and through its Department of Parks & Recreation ("Boise City") and the Southern Idaho Sailing Outreach, an Idaho non-profit corporation, ("SISO"). Separately, Boise City or SISO may be referred to as a "Party" and jointly, Boise City and SISO may be referred to as the "Parties."

WHEREAS, Boise City delivers quality recreation opportunities to youth and adults by providing a variety of accessible and creative recreational programs; and,

WHEREAS, SISO is a non-profit corporation dedicated to promoting the sport of sailing throughout southern Idaho; and,

WHEREAS, Boise City and SISO desire to enter into this Agreement for the planning and execution of sailing-oriented recreation activities and events.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, Boise City and SISO agree as follows:

1. **Boise City Responsibilities.** Boise City shall:
 - A. Promote Boise City-sponsored sailing activities, such as by inclusion in the quarterly Department of Parks and Recreation Activity Guide ("Guide") or on the Department of Parks and Recreation ("Parks") website;
 - B. Register participants for Boise City-sponsored sailing activities and events;
 - C. Obtain waivers from program participants;
 - D. Provide trained volunteers, instructors and staff associated with City-sponsored sailing activities and events;
 - E. Provide appropriate Parks venues for Boise City-sponsored sailing activities and events;
 - F. Provide life vests to program participants;
 - G. Identify inter-department programs and community partners to participate in Boise City-sponsored sailing activities and events;
 - H. Provide or arrange for appropriate transportation of program participants to Boise City-sponsored sailing activities and events.

2. **SISO Responsibilities.** SISO shall:
 - A. Provide sailboats, power boats and associated rigging and trailers in a safe condition and good working order with instruction on the use of said

- equipment for Boise City-sponsored sailing activities and events;
 - B. Secure access to docks and equipment storage and partnerships to ensure that the activities and events have the infrastructure needed to safely execute the program;
 - C. Help recruit volunteers, instructors and staff for Boise City-sponsored sailing activities and events.
- 3. **Program Description.** The Program shall consist of:
 - A. Hosting a Sailing Instructor Certification course that is nationally recognized by the U.S. Sailing Association in order to certify local sailors on effective and safe sailing instruction;
 - B. Launching youth and family sailing summer camps through the City's recreational programs that teach the essentials of sailing and water safety.
- 4. **Volunteers.** Boise City, in its sole discretion, may accept or reject any volunteer. All volunteers are required to review, sign, and comply with the Boise City Volunteer Handbook and must also sign a Volunteer Waiver prior to placement. Representatives from Boise City and SISO, respectively, shall each be responsible for directing and supervising its own employees and volunteers.
- 5. **Indemnification and Insurance.**
 - A. SISO shall indemnify, save, defend, and hold harmless Boise City from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by SISO, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of Boise City or its employees. Likewise, Boise City shall indemnify, save, defend, and hold harmless SISO from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Boise City, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of SISO or its employees.
 - B. SISO shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, casualty and liability insurance, including coverage of all equipment provided, in which Boise City shall be named an additional insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless Boise City as set forth above in paragraph 5.A. SISO shall provide Boise City with a Certificate of Insurance, or other proof of insurance evidencing SISO's compliance with the requirements of this paragraph and file such proof of insurance with Boise City. In the event the insurance minimums are changed, SISO shall immediately submit proof of compliance with the changed limits.

- C. Boise City shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, workers' compensation, casualty and liability insurance, and that its coverage includes coverage for perils and liabilities over water, in which SISO shall be named an additional insured (SISO recognizes it cannot be identified as an additional insured on workers' compensation policies) in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless SISO as set forth above in paragraph 5.A. Boise City shall provide SISO with a Certificate of Insurance, or other proof of insurance evidencing Boise City's compliance with the requirements of this paragraph and file such proof of insurance with SISO. In the event the insurance minimums are changed, Boise City shall immediately submit proof of compliance with the changed limits.
- D. Proof of all insurance shall be submitted to the Parties at their notice addresses identified in paragraph 8.
6. **Use Fee.** The parties acknowledge and recognize that Boise City's use of the equipment owned and/or provided by SISO incident to the matters described herein will result in wear and tear on the equipment, and may even result in unintentional damages requiring repair and replacement. While no use fee is being paid by Boise City to SISO during the initial term of this Agreement, and its first renewal year, the parties agree that starting in the Fall of 2020 they will negotiate with one another in good faith towards establishment of a reasonable use fee to be received by SISO so that SISO's equipment may be repaired and replaced as needed.
7. **Term of Agreement.** This Agreement shall be in effect from the date signed until October 31, 2019. This Agreement shall renew annually, for a maximum of three years, for additional periods of one-year ending on October 31, unless a Party provides written notice of termination of this Agreement at least thirty (30) days before the end of the current term.
8. **Modification and Termination.** Boise City and SISO shall have the option to amend or terminate this Agreement upon terms and conditions mutually agreed upon. This Agreement may be revised by mutual consent of both Parties by the issuance of a written amendment signed and dated by both Parties.
9. **Notice.** Notice shall be delivered to the Party to be notified at the address specified below. Every notice shall be deemed delivered at the time it is deposited in the United States mail, or upon personal delivery:

Boise City:
ATTN: Director
Department of Parks and Recreation
1104 Royal Boulevard

SISO:
2117 N. 14th Street
Boise, ID 83702

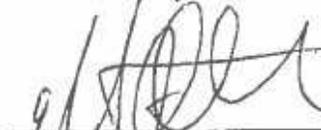
Boise, Idaho 83706

10. **Severability.** If any provision of this Agreement or application thereof is held invalid, such invalidity will not affect any other provision or application that can be given effect without the invalid provision or application. To that end, each and every term, paragraph, and provision of this Agreement is expressly declared by the Parties to be severable.
11. **No Endorsement.** Nothing in this Agreement shall be interpreted as an official endorsement of SISO by Boise City.
 - A. Subject to subsection B, below, SISO shall not take any action or make any statement, issue any press release, or publish or print any advertisement suggesting or implying the partnership or endorsement of Boise City.
 - B. Decisions to issue any statements, press releases, advertisements, public service announcements or similar communications regarding Boise City and this Agreement and any activities conducted hereunder requires review by Boise City prior to release. Such materials must be approved in writing by Boise City prior to issuance.
12. **Non-Discrimination.** Both Parties hereto, by exercising any rights granted by this Agreement, shall not discriminate, or permit discrimination, against any person or group of persons in any manner on the grounds of race, color, sex, religion, national origin or ancestry, age, disability, or sexual orientation or gender identity or expression. Non-compliance constitutes a breach of this Agreement, and, in the event of non-compliance, each Party hereto may terminate this Agreement immediately by notifying the other Party, in writing, of such termination.
13. **Public Records.** The Parties understand, acknowledge, and agree that all figures, records, reports, statements, documents, and similar items submitted to Boise City are public records that are subject to disclosure, except as may be specifically exempted in Idaho Code. Should SISO provide Boise City with any documents or other records containing information that it believes to be a trade secret or other proprietary information (as defined in Idaho Code), it must clearly mark such information "confidential." Prior to disclosing any information marked "confidential," Boise City shall provide ten (10) days' written notice to SISO and shall make a determination, in the sole discretion of Boise City, whether the information is exempt from disclosure.
14. **Made in Idaho; Jurisdiction; Venue.** The laws of the state of Idaho shall govern the validity, interpretation, performance, and enforcement of this Agreement. Jurisdiction shall be in the state of and Idaho and venue shall be in the Fourth District Court, in and for Ada County, Idaho.
15. **Successors.** The representations, covenants, undertakings, and agreements set forth herein shall be binding upon, and inure to the benefit of, the Parties hereto and their respective heirs, successors, and assigns.

16. **Assignment.** SISO shall not assign or sublet any of its rights outlined under this Agreement except upon the prior express written consent of Boise City.
17. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. No warranties, agreements, or representations have been made or shall be binding upon either Party unless herein set forth.

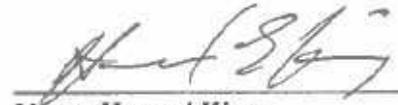
IN WITNESS WHEREOF, the authorized representative of each of the Parties hereto subscribed his or her name, the day and year first above written.

For Boise City:


6-13-19
Name: Doug Holloway
Title: Director
Department of Parks & Recreation
City of Boise

For SISO:


Name: Peter Palmer
Title: Co-Chair, SISO


Name: Howard King
Title: Co-Chair, SISO

Footnote 5: US Sailing Small Boat Sailing Instructor Certification Course Host Facility Form



SMALL BOAT SAILING INSTRUCTOR CERTIFICATION COURSE HOST FACILITY FORM

Course Dates: _____
Host Club: _____
Location (City, State): _____

BOATS AND EQUIPMENT:

- Sailboats
 - o enough for 8-12 people
 - o appropriate for course including at least one capsizable boat
- Safety boat
 - o 1-2 boats
 - o Preference: small, low freeboard, outboard
 - o Working safety cords (i.e. kill switch)
 - o Must have current registration (per your state's & Coast Guard requirements)
- First Aid supplies for safety boat
- Anchor and anchor line for safety boat
- Small marks with ground tackle - Ideally 4-6 marks
- Line – 3 lengths of 6-foot line
- Tillers with hiking sticks – 3

ON-SHORE/SWIM CHECK FACILITIES:

- Reservation of classroom; well-lighted and ventilated for classroom purposes.
 - o If the course is a "double" (two Instructor Trainers) there is a requirement for two separate classrooms
- Chalkboard/Whiteboard with chalk/dry erase markers in 3 colors
- Chairs and enough tables to accommodate each participant
- Appropriate location for a swim test
- Changing and (ideally) shower rooms

PRE-COURSE PREPARATION:

- Provide IT copy of procedures for emergencies at site location
- Ensure that all equipment is in working condition (this includes sails, lines, blades, safety boats, etc)
- Prepare safety boat each day (gas, anchor, and ground tackle)
- Ensure insurance coverage for boats used in course (US Sailing Borrowed Boat Insurance is available)
- Assistance in promotion (i.e. Registration link) of course
- Arrange housing for visiting Instructor Trainers (if available)
- Assistant to help Instructor Trainer (if available)

Questions?: Please contact the US Sailing Education Department: Smallboat@ussailing.org or 401.342.7900

Footnote 6
SISO - Park City Sailing Association
Teleconference
November 14, 2018 2:00 pm



SISO Members Present:

Peter Palmer Howard King JT More
Eric Davis Steve Christiansen Tina Klamt

Park City Members:

Buster Pike, President
Ken Block, Vice-President, Financials
Bill Rusconi, Jr. Sailing Program and Board Members

Meeting began via Skype Business at 2:00 pm

Meeting Purpose: Learn from Park City's Experience in Sailing Education

Buster Pike opened the meeting and gave a brief history and overview of Park City Sailing Association:

- Started in 2008 as Park City Laser Association, 5-6 laser sailors.
- Incorporated in the State of Utah; 501c3 Corporation
- First year was spent planning; off the ground in the second year.
- Junior program is now 8-9 years old.
- PCSA owns 45 boats, 3 containers. Six 420s, Seventeen Optis, 5 power boats
- Some early boats were purchased with a forgiveness loan from members, payed back from tuition revenue in about 3 years.
- No lease, Special Use Permit at Jordanelle
- PCSA has about 135-150 members.
- PCSA has an "Access" membership, essentially for chartering larger sailboats.

Sailing Instruction:

- 300+ kids in Junior Program, 600+ Outreach (Vets, Disabled, AA Recovery, etc.)
- 100+ Adult program, 50 in racing program.
- Junior (5-17) week long camps, 9:00 - 3:30, \$490. Members 15% off.
- Half Day two week camp same price
- Average 8 kids per instructor, up to 24-30 students in a day
- Adult: 2 hour private lessons: \$80/hour, additional adults \$15, maximum 4 adults, Monday or Wednesday evening.
- Revenues from programs cover cost, with some reserve.

- They have a cash reserve policy; 10% of previous year operating expenses.
- Outreach programs: typically not cash positive, but great for the community.
- All Head instructors are US Sailing Level 1 smallboat or keelboat.
- PCSA provides workers comp through Gowry Group, additional 25-30% overhead.

Chase Boats:

- 2 instructor/powerboat, 2 boats per class, based on number of boats in the water.
- PCSA uses Junior Instructors for chase boat.
- RIBS are best, but expensive.
- PCSA just bought new engines.
- Have not put prop guards on their boat. RIBS are horseshoe shape which protects prop.
- If we buy several consistent power boats, we could use them to teach power boat courses as a revenue stream. (US Sailing Powerboat certification and NASBLA Certification).

Certification:

- US Sailing/Gowry Group requires at least one instructor to be US Sailing Level 1 Certified for insurance.
- Not all instructors need to be Level 1 for insurance purposes. Need to convince Boise City of this. SISO probably set the standard too high with the City at the start.
- Build a pipeline of instructors, summer college kids. Head Instructors (Level 1), apprentice instructors, etc.
- US Sailing Certification tests are really tough, don't fail them.
- Motorboat part of certification was most difficult for non-sailors. Docking and pulling away also difficult. Course is really about safety and teaching skills, protecting the program.
- Certification test is tough on MOB drills, at least 2 of three US Sailing MOB methods. Heaving to and reefing single handed also important skills (this is for keelboat, not small boat certification).

Other Discussion Points:

- Write grants for life jackets.
- Not recommending Optis - repair work is brutal.
- PCSA and US Sailing does not require helmets, but worse injuries to date are boom to the head.
- PCSA "weakness" is having no one person responsible for their boats and maintenance. Instructors are currently responsible for the boats. They are looking to hire a paid "bosun" who could manage docks and boats.

Closing Points:

- Everything costs more than you think, and will take more time than you think.
- It sounds like SISO is really doing their homework in advance; PCSA was a bit "organic" and dealt with it when it came. They said they are terrible at fund raising, but are now debt free.
- Go to National Sailing Symposium in Florida January 30, 2019.
- The program needs to emphasize that they "give back" to the community.

Footnote 7: RS Zest Product Brochure

RS
Zest



Concept

The RS Zest is a brand new compact boat that delivers more crew space and practical, enjoyable features than older rivals. It replaces the RS Quba, has been developed by Jo Richards (who designed the Pico, over 20 years ago) in conjunction with RS Sailing and brings a much-anticipated generation-step for training centres and families.



Twenty years of experience in the design, production and usage of boats in this sector lead to a long list of developments that would, together, redefine the practical usage – offering more efficiency for operators and more un intimidating fun for sailors.

The opportunity to comprehensively move the game forward led us to replace our popular RS Quba model with an entirely new boat that we believe renders existing rivals obsolete.

This is a significant claim – read on for a design explanation to justify our pride and confidence!

RS Zest specification

| | | | |
|--------------------------|--|-------------------|---------------------|
| Designer | Jo Richards and RS Sailing | | |
| Length | 3.59m | 11' 9" | |
| Beam | 1.47m | 4' 10" | |
| Hull construction | Comptec PE3 rotomoulded polyethylene | | |
| Mainsail | Dacron reefable | 5.7m ² | 59ft ² |
| Jib (optional) | Dacron | 1.2m ² | 12.5ft ² |
| Mast | 2-part aluminium alloy – foam filled top | | |
| Boom | Aluminium alloy | | |
| Rudder blade | Polypropylene | | |
| Rudder stock | Moulded glass/nylon – lift & lock system | | |
| Tiller extension | Aluminium alloy | | |
| Centreboard | Pivoting – Polypropylene | | |

Optional rowing kit, mast head float, wind indicator, top cover, mast/rolled sail sock cover, launching trolley.

"...An instructor and two youngsters, or parent and two kids works well. This feature increases the scope and value of the boat..."

Carrying capacity & stability

Boats in this sector are commonly sailed by two, particularly in training use, but must be usable by one person – youth or adult. The capability to carry a helmsman plus two young crew (three sailors in total) would be a significant benefit for many centres and families – leading to more cost-efficient ratios, so this has been a key goal for the RS Zest.

Existing models in this size range are cramped for the crew and often sail with a bow-down attitude. The volume of the RS Zest hull has been increased, with the centre of buoyancy further forward to support higher crew weight and give improved handling when fully loaded.

Part of the volume increase has been achieved through waterline beam which also noticeably increases the stability to an exceptional level for a boat of this size.

Cockpit space

Space in the forward section of the cockpit is significantly greater than other models, making the boat genuinely comfortable for two and even practical with three. An instructor and two youngsters, or parent and two kids works well. This feature increases the scope and value of the boat.



Crews deserve comfortable sailing and the RS Zest's cockpit design offers 3-stage seating as confidence builds.

1. Centre thwart – a new feature in a boat in this sector, giving inboard security
2. Intermediate side-seats – inspire confidence during training
3. Comfortable side-decks – for more experienced crews and hiking in strong winds

The RS Zest deck design also incorporates a clear foredeck area. Small sailors simply find it fun to sit forward, maybe with toes in the water – and that's what keeps them wanting more!

Durability

The pivoting centerboard (as opposed to a daggerboard in comparable models) allows the boat to be used in shallow water and largely removes risk of damage through grounding during launch and recovery. The spine created through the aft section of the cockpit adds stiffness and strength to the structure to extend the life of the hull.

Deep bilge rails on the hull contribute to secure tracking (lack of skittishness) and protect the hull from beach damage through concentrated material thickness. Replaceable aluminium wear pads at the aft end of the bilge rails further protect the hull. The bilge rails and centerline rail create a 3-point-landing so the hull sits securely on a pontoon or slipway.

The transom design has been handed down from the RS CAT16 where loads can be enormous. It allows rudder fittings to be bolted through a massively strong area without breaching the hull skin. This system also removes risk of leaking. Worn transom fittings can be replaced easily and without requiring re-sealing.

The rounded bow will reduce damage between boats in training fleet use as well as damage during imperfect pontoon arrivals.



RS Sailing's Comptec PE3 rotomoulded polyethylene hull construction system uses the highest quality materials and computer controlled thickness distribution for added strength where required. The QC testing procedure developed by RS allows us to check key areas of every hull during the completion process.

Capsize recovery & safety

Grab handles are built into the hull bilge rails to help sailors, especially children, climb onto an upturned boat. Wide gunwale flanges also offer a secure step during capsize recovery (and provide a drier ride underway).

Easy-reach grab handles are moulded into the cockpit sides to assist re-boarding the boat from the sides quickly after capsize. The transom has also been designed to facilitate safe boarding over the stern, with scallops either side of the rudder, a wide, comfortable top surface and no mainsheet bridle in the way.

Specific, strong towing points are built into the bow and stern (clear of the rudder) to facilitate easy attachment and towing lines of boats.

Rigging

A new mast step and gate design gives a simple, secure, 3-stage mast stepping process:

- Place the mast on the boat at a shallow angle
- Push up to vertical
- Mast gate holds the mast in place while the spring-loaded mechanism is locked

This safe process means youngsters and pupils can rig their own boats, something not generally recommended with masts of this size that need lifting in vertically.

A class-leading high boom has been incorporated to inspire confidence and reduce head bumps, potential injury and

3

subsequent routine medical checks – an increasingly important factor for busy training centres.

The central mainsheet sheet system avoids the tangles around the rudder that have been common on boats of this type. It reduces the need for instructor attention after launching or hoisting sail, especially afloat.

Centreboard & rudder

We have designed the RS Zest with a pivoting centerboard, with two key attributes in mind. The first, as previously described, is the durability gain when, inevitably, the boat is grounded during inexperienced use.

The second is convenience and ease. The centerboard is always in place ready for use and much easier for young, inexperienced hands than inserting a loose daggerboard. Forward cockpit space is not reduced when

sailing with the board partially raised in shallow water or when launching, enhancing this key attribute of the RS Zest.

The lift & lock rudder system has been developed for the RS Zest following successful experience with a similar system on the RS Quest. It has a simple, intuitive action with positive locked up / down positions. A kick-up facility reduces the chance of grounding damage.

A transom gudgeon incorporates a built-in rudder retaining clip which is easier to operate and less prone to damage than separate clips.

Polypropylene material has been chosen for the rudder and centerboard construction as it is extremely strong. The yellow colour offers high visibility and increased safety if the boat is inverted.



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Footnote 8: Club 420 Product Brochure



ZIM PRO C420

The Zim C420 has quickly become the C420 of choice by yacht clubs, community sailing programs and individuals. One design sailors want the strongest, lightest, most durable boats and rigging available. We've met this demand with proven construction techniques and a race rigging package that ensure performance, strength, and durability. This durability has led to many happy repeat customers. In addition, the Zim C420 continues to prove itself on the race course with victories at local, regional, National, and North American Championship regattas.

CONSTRUCTION

- Toughened resin and plexus bond for superior strength and durability
- Colored gel coat racing stripes on aft end of cockpit or traditional grey deck
- Matching smoke gray rudder blade and centerboard
- All through-deck mounted hardware is supported by tapped aluminum backing plates
- Shroud chain plate is a forged eye strap supported with an aluminum back-up bar under the rail

HARDWARE

- Harken equipped cleats and blocks
- Roller pins on shrouds instead of guy hooks
- Mylar centerboard gaskets
- Low drag bailer
- Round traveler bar

SAILS & RIGGING

- North Sails class approved mainsail, jib, and spinnaker
- Custom spinnaker colors available
- Zim Race Rigging; Dyneema main halyard for max hoist and low stretch, 16:1 Dyneema vang, spliced single adjustment mainsheet bridle
- FSE Robline line package
- 2:1 rudder downhaul
- Pulley trapeze rings; handle and ring are both adjustable for gross and fine tuning
- Tapered aluminum spinnaker pole
- Dwyer aluminum mast and boom

SPECIFICATIONS

LENGTH 13.90 FT
BEAM 5.5 FT
DRAFT 2.95 FT
MAINSAIL AREA 79.85 FT²
JIB AREA 30.14 FT²
SPINNAKER AREA 95 FT²
HULL WEIGHT 230 LB



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4.8 Coach



DESIGNED BY COACHES, FOR COACHES.



The RIBCRAFT 4.8 Coach delivers professional grade performance, reliability and durability that have become synonymous with the RIBCRAFT line of RIBs.

The commercial grade construction combined with functional simplicity make the 4.8 Coach the ideal safety boat for sailing programs and yacht clubs. A proven RIB designed and built for the sailing community, the 4.8 Coach offers a forward position console for improved visibility, open deck for marks, sailors and gear, and a deep V hull for unmatched performance while underway. RIBCRAFT has worked with coaches and programs to develop the only boat designed specifically for coaching.

4.8 COACH SPECS

| | | | |
|------------------------|---------|--------------------------|--------|
| LOA: | 15'7" | INTERNAL LENGTH ON DECK: | 11'10" |
| BEAM: | 6'11" | INTERNAL BEAM ON DECK: | 4'1" |
| WEIGHT (W/OUT ENGINE): | 685 LBS | DRAFT (W/OUT ENGINE): | 12" |
| DEAD RISE AFT: | 23° | MAXIMUM PEOPLE: | 6 |
| DEAD RISE FORWARD: | 43° | MAX HP: | 70 |
| TUBE DIAMETER: | 18" | | |

4.8 COACH STANDARD EQUIPMENT:

- Single seat console with attached pod seat and upholstered backrest
- Stainless steel console grab rail
- Heavy duty no feedback steering with wheel
- Heavy duty Hypalon® tube with five (5) chambers
- Pressure relief valves
- External lifelines
- Heavy duty rubstrake
- Stainless steel bow eye
- Anchor locker
- Stainless steel bow cleat
- Stainless steel lifting points
- Stainless steel transom tie down eyes
- Battery with retainer
- Electric bilge pump
- Underdeck wire conduit
- Molded non-skid deck

4.8 COACH OPTIONAL EQUIPMENT: (PARTIAL LIST)

- Additional pod seat with upholstered backrest and grab handle
- Two person bench seat with storage
- Aft tow post
- Transom bollards
- Boarding wear patches
- Tube grab handles
- Paddle/hook retainers
- Custom Hypalon® lettering
- Complete engine packages

With accessory choices, console and seating configurations, propulsion options, and a variety of navigation and communication equipment, the 4.8 Coach can be personalized to the mission. All specifications, equipment, and options are subject to change without notice.

Footnote 10: SISO Budget, Capital Requirements, and Recurring Annual Costs

MAJOR CAPITAL ITEMS

| | |
|---|------------------|
| Spring Shores Dock Improvements (Phase 1) | \$ 63,059 |
| Spring Shores Dock Improvements (Phase 2) | \$ 59,424 |
| Security Fencing/Lighting | \$ 17,500 |
| RS Zest Student Sailboats (12) | \$ 51,300 |
| Launch Dollies (2) | \$ 960 |
| Trailers (2) | \$ 12,000 |
| Sailboat Storage Containers (2), Deck, Canopy | \$ 25,000 |
| Teaching Aids and Signage | \$ 2,200 |
| Advanced Student Sailboats (10) | \$ 89,750 |
| RIB Safety/Teaching Boats (2) | <u>\$ 55,000</u> |

Subtotal: \$376,193

MAINTENANCE, SUPPORT, AND ADMINISTRATIVE

| | |
|---|-----------------|
| 501(c)(3) Application | \$ 600 |
| Website Development | \$ 1,700 |
| Risk Management Review – Legal Fees | \$ 500 |
| Novice Sailboat Sales Tax and Registration | \$ 3,550 |
| Advanced Sailboat Sales Tax and Registration | \$ 5,850 |
| Safety/Coach Boats Sales Tax and Registration | <u>\$ 3,400</u> |

Subtotal: \$15,600

ANNUAL RECURRING COSTS

| | |
|-------------------------------------|-----------------|
| US Sailing Oversight/Certification | \$ 225 |
| Insurance | \$ 4,500 |
| Website Hosting | \$ 500 |
| Fundraising Promotional Materials | \$ 1,500 |
| Annual Tax Return Preparation – CPA | \$ 500 |
| Equipment Supervisor | \$ 6,000 |
| Boat Storage Rental | \$ 900 |
| Annual Boat Registrations | \$ 1,000 |
| Boat Maintenance | \$ 2,000 |
| Fuel and Miscellaneous Expenses | \$ 500 |
| Contingency (20%) | <u>\$ 3,500</u> |

Subtotal: \$ 21,125

Program Total: \$ 412,918