Memorandum of Agreement

Regional Sailing Associations of Area D

Dixie Inland Sailing Association (DIYRA)
Florida Sailing Association (FSA)
Gulf Yachting Association (GYA)
South Atlantic Yacht Racing Association (SAYRA)

Originated October 14, 2006, Amended May 2007; February 2008; January 2010; March 2011; January 2013; April 2017, September 2017; July 2021

Part I INTRODUCTION

The mission of US Sailing Area D is to foster communication and cooperation between US Sailing, the Regional Sailing Associations (RSAs) in the Southeast USA. The RSAs that cover these states include Dixie Inland Yacht Racing Association (DIYRA), Florida Sailing Association (FSA), Gulf Yachting Association (GYA), and South Atlantic Yacht Racing Association (SAYRA).

This document defines the structure and responsibilities of Area D and its organizational representatives. Certain components are mandated by US Sailing; others have evolved as the RSAs have worked to cooperate to accomplish the Area D mission. The largest area of cooperation today is facilitation of semifinal competition for qualification for the 3 US Sailing National Championships known as the Chubb Junior Championships (aka Sears/Bemis/Smythe). This does not preclude, however, cooperation in other areas such as race administration and training.

Related Resources:

- <u>US Sailing Regulations</u> (especially Regulations 4.07 D; 6.03)
- Mission Statement of the US Sailing Regional Sailing Associations Committee (RSAC)
- RSAC Terms of Reference
- US Sailing Championship Conditions
- Area D website
 - o Area D Perpetual Trophies
 - o Area D Trophy Accountability Form
 - o Current Perpetual Trophy Recipients
 - o Area D representatives to US Sailing Committees

Part II ORGANIZATION

1) Area D Coordinator to the US Sailing Regional Sailing Associations Committee;

- a) The recommendation to the RSAC for the Area D Coordinator shall be based on an alphabetical rotation schedule, as listed below:
 - i) DIYRA
 - ii) FSA

- iii) GYA
- iv) SAYRA
- b) The Area D Coordinator need not be a RSA Representative.
- c) The Area D RSAs shall make <u>a single recommendation</u> to US Sailing for the Area D Coordinator.
- d) The term of the Area D Coordinator is 2 years.
- e) The Area D Coordinator may serve a maximum of two consecutive two-year terms. At the end of the first term, and the current Area D Coordinator has expressed a willingness to serve a second term, he/she shall notify the RSA Representatives by August 15 of the second year of their first term.
- f) The four RSA representatives shall vote on the renomination of the Area D Coordinator. The vote may be either by mail, email, conference call, or by a special meeting, which shall occur before September 14.
- g) By September 15 of the second year of their second term, the Area D Coordinator shall obtain the name of the nominee for the position from the next RSA in rotation
- h) The four RSA representatives shall vote on the succeeding Area D Coordinator. The vote may be either by mail, email, conference call, or by a special meeting, which shall occur before October 1.
- i) If an Area Coordinator does not get renominated, or cannot be named from the RSA in rotation, or if a vacancy in the Coordinator's position occurs, the rotation will move to the next RSA; and the rotation order will not be adjusted.
- j) The duties of the Area D Coordinator shall include (but are not limited to);
 - i) Representing Area D on the US Sailing Regional Sailing Associations Committee.
 - ii) Support and assist with the coordination of all US Sailing championship qualifiers and elimination events, and Area D Championships, including:
 - (1) US Adult Sailing Championship (currently administered by each RSA)
 - (2) US Chubb Junior Championships.
 - iii) Support and assist with any other nominations or representatives to US Sailing Championship events.
 - iv) Custodian of all monies belonging to the Area D Operational Fund.
 - v) Custodian of all Area D trophies and Trophy Accountability Forms.
 - vi) Participation in the regular teleconference meetings of the US Sailing Board of Directors and meetings of the RSAC, in person or by conference call, and report any significant issues to the RSAs.
 - vii) Attend the annual meetings of the four Area D RSAs; at a minimum one annual meeting for each RSA should be attended during a 2-year term.
- k) Area D Operational Fund;
 - i) Each Area D RSA shall contribute annually to the Area D Operational Fund a sum not to exceed \$1,000.00.
 - ii) The Area D Coordinator shall open and maintain a checking account for the Area D funds. The funds shall be used as follows:
 - (1) Assist in defraying the out-of-pocket expenses of the Area D Coordinator, incurred in the discharge of his or her duties (listed in item Part I.1.e).

- (2) Purchase and maintain the Area D trophies and any trophies or awards at the Area D level.
- iii) An itemized financial report shall be distributed twice a year to the four RSA Representatives no later than June 1 and December 1 of each year, for the year ending October 31.
- iv) All expenses shall be documented with receipts.
- v) Payment of any unusual expenses shall be reviewed and when practical preapproved by the RSAs.

2) Voting by the RSAs;

- b) At meetings of the Area D RSAs, each RSA shall have one vote, which shall be cast by the respective RSA's properly designated representative or proxy.
- c) Meetings shall be chaired by the Area D Coordinator, who shall not vote, except in the case of a tie
- d) Only RSAs in good standing shall be entitled to vote.
- e) Only signatories to the Area D Agreement or their properly designated proxy shall be entitled to vote.
- f) The Area D Coordinator or the majority of the RSAs may request a convening of the RSA representatives for a meeting. The meeting place and time to be agreed upon; the meeting may be conducted in person, by conference call, web conference, or email.
- g) In the event that the Area D Coordinator is deemed by the RSAs no longer to be fit to serve as the Coordinator, that individual can be removed by a majority vote of the entire Area D RSA committee. In the event the Area Coordinator is also a RSA representative, they may not be included in the vote.

3) Amendments to the Area D Agreement;

- a) Amendments to the Area D Agreement may be proposed by an Area D RSA, and shall be submitted to the Area D Coordinator who shall present the proposal to all Area D RSAs for a vote of approval.
- b) A majority affirmative vote of the Area D RSA representatives shall be necessary for an amendment to be accepted.
- c) Amendments may be voted on at a meeting of the RSAs, by mail, or by email and shall be incorporated into the Area D Agreement.
- d) The Area D Coordinator shall maintain an up-to-date copy of the Area D Agreement and shall provide a current copy to all RSA Representatives and the RSA Commodores.

Part III US SAILING CHAMPIONSHIP CONDITIONS, AREA D LEVEL

1) Area D Elimination Rotation among RSAs;

a) For those championships that have Area level elimination/semifinals, which determines the Area representative or team, the host RSA shall be determined based on a set and agreed-upon rotation among the Area D RSAs.

- b) The only event to which this regulation currently applies is the US Junior Championships that include the Sears, Bemis and Smythe. Other events may be subject to this regulation as the US Sailing championships qualification process evolves.
- c) The rotation for the US Junior Championships shall be alphabetical, as follows:

2021	GYA	2026	SAYRA
2022	SAYRA	2027	DIYRA
2023	DIYRA	2028	FSA
2024	FSA	2029	GYA
2025	GYA	2030	SAYRA

- d) Both venue and—for borrowed boat events—class of boat should be selected based on optimal conditions to prepare the Area D teams for the finals Because of this, the rotation may be temporarily altered so that the Area D Championship elimination event may be conducted at a venue that can provide racing conditions and boats similar to those that will be used at the national championship. Prior notice of this change is required to all the RSAs, with a minimum 4 weeks' notice.
- e) Limits on the location of eliminations/semi-finals:
 - i) GYA will not hold any events west of New Orleans.
 - ii) FSA will not hold events south of Miami.
 - iii) Host clubs of Area D championships must be current members of US Sailing and their Area D RSA.

2) Dates for Area D Championships/US Sailing Championships and Semi-Finals;

- a) Dates and schedules for the US Sailing Championships and Semi-Finals shall be posted on the US Sailing website Championships Calendar and on the individual championships' webpages.
- b) Area D elimination semi-finals should be scheduled no less than four weeks prior to the respective finals.
- c) Individual events may have a "commitment date" in advance of the actual registration date.
- d) Conflicts with dates and schedules of other US Sailing championships are discouraged.
- e) In addition to posting the dates of the Area D championship eliminations on the US Sailing website, the Area D Coordinator will also send them to the RSA representatives via email. He or she shall provide as much notice as possible, and at least three months before the eliminations event.

3) Entries to Area D US Sailing Championship Eliminations;

- a) There shall be no limit to the number of entries, except as noted below.
- b) The Conditions of the respective US Sailing Championship, or the Deed of Gift for a respective championship shall apply, in the case of a conflict.
- c) If the number of entries must be limited by the host club, the Area D representative to the respective championship shall be consulted, or if there is not a representative then the Area D coordinator shall consult with the championship chair of US Sailing.

- d) For borrowed boat events:
 - i) Each RSA shall be allowed two teams. (Host is required to provide a maximum of 8 boats; a spare boat is recommended.)
 - ii) If an RSA fails to fill its two teams, the open slot(s) may be filled by teams from the other RSAs, starting with the host RSA, and proceeding in alphabetical order.
 - iii) The entry list shall be closed 72 hours prior to the start of the regatta.
 - iv) If 8 teams are not registered, the regatta shall proceed with the registered competitors, if in compliance with the Conditions and Deed of Gift.
 - v) Registration for any semi-final event implies the commitment by the registrants that they will participate in the final event, upon qualification.

4) Area D Trophies;

- a) Perpetual trophies for Area D are:
 - i) Sears (triple handed)
 - ii) Bemis (double handed)
 - iii) Smythe (single handed)
- b) The Area D Coordinator shall be responsible for accounting for these trophies and ensuring that the appropriate trophy is presented at the respective championship each year.
- c) The cost of providing, shipping, and maintaining the Area D trophies shall come from the Area D Operational Fund.
- d) Standard US Sailing medals (or suitable substitutes) shall be awarded as keeper trophies for teams finishing first, second and third place in the Area D elimination events. Awards shall be made to skippers and all crewmembers. The Area D Coordinator shall purchase the medals with the Area D Operational Fund.

5) Entry Fees for Championship Events;

- a) Area D Championships/Area Semi-Finals
 - i) The host club may charge the competitors a fee to cover the cost of the regatta, for food, entertainment, fuel, insurance, etc.
 - ii) Any required damage deposit shall be paid by the competitor.
- b) US Sailing Championship Finals
 - i) Every RSA in Area D shall pay an equally divided assessment to cover the entry fees only of competitors representing Area D at the national level. The Area Coordinator shall notify the RSAs of the amount of the assessment as soon as the number of competitors and the cost is known. Each RSA shall pay its quarter (25%) share, regardless of the number of entries, and even if the RSA has no entries.
 - ii) Payment shall be made to the Area D Operational Fund.
 - iii) Distribution of Funds for Championship Finals:
 - (1) Qualified competitors shall pay their entry fees online as required by US Sailing.
 - (2) The Area D Coordinator shall reimburse the entry fees after a competitor participates in the finals event. Entry fee reimbursement will be capped at \$350.00 per competitor.

- (3) Reimbursements shall be made **ONLY** to those competitors/teams which;
 - (a) Participate in an elimination at the Area D level to gain their entry to the finals event, OR
 - (b) Participate in an Area Level-designated qualifying event in Area D, to gain their entry to the finals of an event.
- iv) The maximum number of entries/teams to be reimbursed from Area D to an event is two per Sears and Bemis and one for Sears.
- v) Charter fees, damage deposits, meals travel, etc., shall be the responsibility of the competitors.
- vi) For all other entries, including entries selected by resume, or selected for the finals by the Championship Committee, those competitors shall be responsible for their own expenses, including entry fee, charter fee, and damage deposit.
- vii) Reimbursement requests for qualified entries shall be submitted to the Area D Coordinator within 30 days of competing for the event. Requests must contain complete documentation of payment.

6) Damage Deposits and Insurance for Area D Championship Elimination Events Using Borrowed Boats;

- a) US Sailing Borrowed Boat Insurance is available to cover Area D Semi-final events. It shall be the responsibility of the host club of an Area D Championship event to arrange for such insurance and to collect the premium from each participating team. In the event that the host sailing organization has alternative and equal insurance, it shall collect the appropriate premium from each team.
- b) In addition, each team/competitor shall provide to the host organizing authority, a damage deposit equal to the amount of the deductible of the borrowed boat insurance policy.
 - i) The damage deposit shall be paid prior to participation in the regatta.
 - ii) Refunds of damage deposits shall be made as soon as possible after the regatta, preferably before the competitors leave the venue, but no later than 30 days after the event.
- c) The cost of damage to boats and equipment shall be assessed against the competitor/team judged to have been at fault. If fault cannot be determined, the cost of damage shall be assessed equally against all competitors/teams involved in the incident causing the damage.

7) Boat Selection for Area D Championship Elimination Events;

- a) Selection of boats and equipment for Area D championship elimination events shall first consider the boats and equipment to be used at the next level of competition.
 - i) The boats and equipment of choice should be the same as those to be used at the next level of competition, or as similar as possible.
 - ii) If similar class boats are not available, the chosen boats should have the same number of crew and the basic equipment of the boats being used at the next level of competition.

- b) If borrowed boats are being used, they shall be as equal as possible and insurance and damage deposits shall be provided as listed above in Item II.6.
- c) Bring Your Own Boat can be another option if all teams have access to the same class boat. If not all teams can secure a boat of the same class, the Organizing Authority may arrange for boats to be chartered or borrowed for those teams.
- d) If the above conditions cannot be met, the host club shall consult with the Area D Coordinator and the US Sailing Representative for the particular championship.
- 8) Appointment of Judges and Principal Race Officer for Area D Championship Eliminations; The appointment of race officials for US Sailing Championship events and elimination or qualifier events shall be made in accordance with the current US Sailing Regulations and Championship Conditions.

Part IV APPROVAL AND ACCEPTANCE

Electronically approved July 2021 by:

- Dixie Inland Yacht Racing Association Representative Daniel Postell
- Florida Sailing Association Representative Donna Sue Marks
- Gulf Yachting Association Representative Holly Murray
- South Atlantic Yacht Racing Association Representative Treez Decker