



Peninsula Metropolitan Park District

PO Box 425 – Gig Harbor, WA 98335
 253-858-3400 – info@penmetparks.org
www.penmetparks.org

REGULAR MEETING AGENDA

August 06, 2024, 6:00 PM

PenMet Parks Administrative Headquarters- 2416 14th Ave NW, Gig Harbor, WA 98335

Call to Order

Commissioner Roll Call:

	Present	Excused	Comment
Maryellen (Missy) Hill, President			
Laurel Kingsbury, Clerk			
Kurt Grimmer			
Steve Nixon			
William C. (Billy) Sehmel			

ITEM 1 President's Report

ITEM 2 Executive Director's Report

ITEM 3 Special Presentations

ITEM 4 Board Committee Reports

- 4a. **Park Services Committee**
- 4b. **Finance Committee**
- 4c. **Administrative Services Committee**
- 4d. **Recreation Services Committee**
- 4e. **Campaign Committee**
- 4f. **External Committees**

ITEM 5 Public Comments:

This is the time set aside for the public to provide their comments to the Board on matters related to PenMet Parks. Each person may speak up to three (3) minutes, but only once during the citizen comment period. Anyone who provides public comment must comply with Policy P10-106 providing for the Rules of Decorum for Board Meetings. A copy of the policy is available at each meeting and at www.penmetparks.org

ITEM 6 Minutes

- 6a. [Approval of the July 16, 2024 Study Session Minutes](#)
- 6b. [Approval of the July 16, 2024 Regular Meeting Minutes](#)

ITEM 7 Consent Agenda

- 7a. [Resolution C2024-016 Approving July Vouchers](#)



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ITEM 8 Unfinished Business: None

ITEM 9 New Business

9.1 [Purchasing Resolutions Requiring One Reading for Adoption:](#)

[9.1a Resolution P2024-010 Authorizing the Executive Director to Sign the Professional Services Agreement to Provide, Assemble, and Configure Audio-Visual Equipment at the PenMet Parks Recreation Center](#)

[9.1b Resolution P2024-011 Authorizing the Purchase of Property and Casualty Insurance and Commercial General Liability Insurance form Enduris Washington](#)

[9.1c Resolution P2024-012 Authorizing the Executive Director to Sign the Construction Contract for Mini Golf Turf Replacement with Soundview Landscape & Sprinkler Co.](#)

9.2 Single Reading Resolutions Requiring One Reading for Adoption: None

9.3 Two Reading Resolutions Requiring Two Readings for Adoption: None

ITEM 10 Comments by Board

ITEM 11 Next Board Meetings

September 10, 2024 Study Session at 5:00 pm and Regular Meeting at 6:00 pm at the PenMet Parks Administrative Headquarters – 2416 14th Ave NW, Gig Harbor, WA 98335

ITEM 12 Executive Session

12a. Executive Session for the purpose of considering the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price pursuant to RCW 42.30.110 (b).

ITEM 13 Adjournment

BOARD OF PARK COMMISSIONERS MEETING PROCEDURES

The Board of Park Commissioners encourages the public to attend its Board meetings. All persons who attend Board meetings must comply with Board Policy P10-106 providing for the Rules of Decorum at Board Meetings. This Policy is to preserve order and decorum and discourage conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of Board meetings. A copy of the policy is available at each meeting and at www.penmetparks.org.



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STUDY SESSION MINUTES

July 16, 2024, 4:30 PM

PenMet Parks Administrative Headquarters- 2416 14th Ave NW, Gig Harbor, WA 98335

Call to Order Time: 4:36 PM

Commissioner Roll Call:

	Present	Excused	Comment
Maryellen (Missy) Hill, President	X		
Laurel Kingsbury, Clerk		X	
Kurt Grimmer	X		
Steve Nixon	X		
William C. (Billy) Sehmel	X		

Quorum: Yes

ITEM 1 Board Discussion

1a. Topping Out Ceremony

Welcome remarks by Executive Director Ally Bujacich and Project Manager John Adams

1b. Park Maintenance and Operations Update

PowerPoint Presentation by Director of Park Services Sue O’Neil, Facilities Maintenance Supervisor Will Hirzel, and Lead Grounds Specialist Bob Swenson.

Board Question: Are we doing the Fox Island Fishing Pier railings ourselves? **Staff Answer:** Yes.

Board Question: Has the Asset Essentials tracked fuel savings? **Staff Answer:** Yes, it allows us to generate reports

Board Question: Does the individual who closes the park do a visual check? **Staff Answer:** Yes, we had graffiti in the bathroom.

Board Comment: We normally start the Regular Meeting at 6:00 but since we don’t have any guests, we will let you keep going.

Board Question: Did having the software improve response time? **Staff Answer:** Yes, it has great features, a timer, we can add pictures, assign specialists, and it has print capability. **Board Question:** How is the public response? **Staff Answer:** The community is one of our biggest assets. There have been some hangups with software; iphone is getting a fix. The public can go on the brightly software on their phone or website.

ITEM 2 Adjournment Time: 6:11 PM



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Approved By the Board on _____

Maryellen (Missy) Hill, Board President

Laurel Kingsbury, Board Clerk

Attest: Ally Bujacich

Submitted by: Robyn Readwin, Board Secretary



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REGULAR MEETING MINUTES

July 16, 2024, 6:00 PM

PenMet Parks Administrative Headquarters- 2416 14th Ave NW, Gig Harbor, WA 98335

Call to Order Time: 6:12 PM

Commissioner Roll Call:

	Present	Excused	Comment
President Hill	X		
Commissioner Kingsbury		X	
Commissioner Grimmer	X		
Commissioner Nixon	X		
Commissioner Sehmel	X		

Quorum: Yes

ITEM 1 President's Report

- I enjoyed putting the final beam in place.
- I had the opportunity to go through the PenMet Rec Guide. There are so many classes I want to take. Impressive booklet. Thank you all.

ITEM 2 Executive Director's Report

- Introducing Zoe Worley, Facility Specialist
- Summer Concert 7/17, The Profits
- Peninsula Art League 38th Annual Festival
 - Free Shuttle
- Mobile Rec kicks off one week from today
 - Artondale Elementary: Tuesdays
 - Purdy Elementary: Wednesdays
 - Harbor Heights Elementary: Thursdays
- Peninsula Gardens Public Meeting 7/25
- Fox Island Fishing Pier parking lot overlay and striping complete
- Tubbys Trail Dog Park closed yesterday
 - Temporary off-leash park at Peninsula Gardens is in the works
 - Encouraging patrons to visit Rotary Bark Park

ITEM 3 Special Presentations

3a. May 2024 Financial Report

- PowerPoint Presentation Director of Finance Jessica Wigle

ITEM 4 Board Committee Reports

4a. Park Services Committee



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- A staffing update was provided
- Construction related closures and changes were discussed.
 - Tubby's will be closed from July 15th – October 30th.
 - Parking lot sealcoating and striping closures include Fox Island Fishing Pier 7/15, Narrows Park 7/17 and Sehmel 9/5 & 9/6.
- Projects discussed included: Narrows Roadway Improvements, DeMolay Blockhouse Demolition, Sehmel Playground Resurfacing, Rosedale Hall and the Recreation Center.
- An update on the Facilities Condition Audit was provided.
- Other items discussed included: DeMolay 4th of July staffing, DeMolay parking, update on meeting regarding property development next to McCormick, and toxic weed management at Sehmel.

4b. Finance Committee – Has not met since last meeting.

4c. Administrative Services Committee– Has not met since last meeting.

4d. Recreation Services Committee – Has not met since last meeting.

4e. Campaign Committee– Has not met since last meeting.

4f. External Committees– None

ITEM 5 Public Comments: None

ITEM 6 Minutes

6a. Approval of the July 2, 2024 Study Session Minutes

6b. Approval of the July 2, 2024 Regular Meeting Minutes

Commissioner moved to adopt the minutes as presented;
 Commissioner seconded
 Roll call vote. Approved unanimously. Motion carried.

ITEM 7 Consent Agenda

7a. Resolution C2024-014 Approving May Vouchers - Scrivener's Error Duplicate Number

7b. Resolution C2024-015 Accepting Construction of the Recreation Center Phase 1 – Complete Interior and Exterior Renovation Work Project Number 32601 as Complete

Commissioner moved to adopt the consent agenda as presented
 Commissioner seconded;
 Roll call vote. Approved unanimously. Motion carried



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ITEM 8 Unfinished Business

8a. Second Reading of Resolution RR2024-007 Amending the 2024 Capital Budget to Increase the Budget for the Recreation Center Mini Golf Course Upgrades

This Item was moved and seconded on July 2, 2024. There is a motion on the table.

No further presentation.

Board discussion: None

Roll call vote. Approved unanimously. Motion carried.

ITEM 9 New Business

9.1 Proclamation Designating July as Parks and Recreation Month

The Board has drafted a Proclamation designating July as Parks and Recreation month. The Board Secretary has provided a copy of the Proclamation to each Commissioner.

No comments or objections.

9.2 Purchasing Resolutions Requiring One Reading for Adoption: None

9.3 Single Reading Resolutions Requiring One Reading for Adoption: None

9.4 Two Reading Resolutions Requiring Two Readings for Adoption: None

ITEM 10 Comments by Board: Thank staff for the opportunity and to see some community members here and to see the project continue. Opportunity to be part and be out in our parks.

ITEM 11 Next Board Meetings

Regular August 6, 2024 Study Session at 5:00 pm and Regular Meeting at 6:00 pm at the PenMet Parks Administrative Headquarters – 2416 14th Ave NW, Gig Harbor, WA 98335

ITEM 12 Adjournment Time: 6:36 PM

BOARD OF PARK COMMISSIONERS MEETING PROCEDURES

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Approved By the Board on _____

Maryellen (Missy) Hill, Board President

Laurel Kingsbury, Board Clerk

Attest: Ally Bujacich

Submitted by: Robyn Readwin, Board Secretary



Peninsula Metropolitan Park District

RESOLUTION NO. C2024-016

APPROVING VOUCHERS FROM JULY 2024

WHEREAS, the Peninsula Metropolitan Park District Board of Park Commissioners approved the 2024 operating budget in Resolution RR2023-014 and the amended 2024 capital budget in Resolution RR2024-007 on July 16, 2024; and

WHEREAS, expenditures are within the current resource projections at the fund level; and

WHEREAS, the Executive Director or his or her designee has certified that the materials have been furnished, the services rendered, or the labor performed as described, and that each claim represents a just, due, and unpaid obligation against the District;

NOW THEREFORE BE IT

RESOLVED by the Board of Park Commissioners of the Peninsula Metropolitan Park District that vouchers in the amounts and for the period indicated on Attachment "A" be approved for payment.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on August 6, 2024.

Maryellen (Missy) Hill, Board President

Laurel Kingsbury, Board Clerk

Attest: Ally Bujacich



Attachment A to Resolution C2024-016

For the period beginning 07/02/2024 and ending 07/02/2024

Voucher # 240701001 through # 240701030 is approved for payment in the amount of \$70,505.28.

and

For the period beginning 07/09/2024 and ending 07/09/2024

Voucher # 240702001 through # 240702058 is approved for payment in the amount of \$316,474.62.

and

For the period beginning 07/16/2024 and ending 07/16/2024

Voucher # 240703001 through # 240703056 is approved for payment in the amount of \$98,019.25.

and

For the period beginning 07/23/2024 and ending 07/23/2024

Voucher # 240704001 through # 240704022 is approved for payment in the amount of \$51,242.58.

and

For the period beginning 07/30/2024 and ending 07/30/2024

Voucher # 240705001 through # 240705030 is approved for payment in the amount of \$113,724.10.



DISTRICT COMMISSION MEMO

To: Board of Park Commissioners

Through: Ally Bujacich, Executive Director

Through: Jessica Wigle, Director of Finance

From: Jeff Foster, IT Manager

Date: August 6, 2024

Subject: **Resolution P2024-010 Authorizing the Executive Director to Sign the Professional Services Agreement to Provide, Assemble, and Configure Audio-Visual Equipment at the PenMet Parks Recreation Center**

Background/Analysis

PenMet Parks is developing a new Recreation Center to provide enhanced park and recreation opportunities for our community. The District conducted significant community outreach during the feasibility and pre-design phases to identify our community's priorities for the Recreation Center. On December 7, 2021, the Board of Park Commissioners passed Resolution R2021-036 adopting the total project budget of \$31.6 million for the PenMet Parks Recreation Center.

The first phase of the project, the Recreation Center – Administration Building, requires an audio-visual system to support current and future programming. The audio-visual system will also provide assisted listening devices to advance the District's goals to create inclusive and accessible spaces.

PenMet Parks followed the requirements identified in Policy P40-102: Purchasing Policy to solicit competitive pricing from three vendors. On February 15, 2024, staff requested proposals from three AV Contractors: Avidex, AVI-SPL, and Tempest Technologies for the design, purchase, and assembly of audio-visual equipment at the Recreation Center – Administration Building. Each vendor provided a detailed list of equipment and services to meet the audio-visual requirements for the open community space and the conference room at the Recreation Center – Administration Building.

Budget Analysis



The approved project budget includes funds designated to purchase Fixtures, Furnishings, and Equipment, including audio-visual equipment. Staff received and reviewed pricing for design, purchase, and assembly of audio-visual equipment for the Rec Center – Administration Building in the amount not to exceed \$66,767, exclusive of applicable WSST, which is within the total project budget.

Policy Implications/Support

1. The Board approved Resolution R2021-036 adopting the total project budget of \$31.6 million for the Recreation Center.
2. PenMet Parks followed the requirements in Policy P40-102: Purchasing Policy to solicit competitive pricing from three vendors.
3. Policy P10-101: Board Policy and Procedures states, in part, that the Peninsula Metropolitan Park District is accountable to its citizens for its use of public dollars.
4. The purchase is supported by the following 2024 Goals and Objectives:
 - Delight and Engage the Community
 - Create Meaningful Places

Staff Recommendation

Staff recommends the Board pass Resolution P2024-010 authorizing the Executive Director to sign the Professional Services Agreement to provide, assemble and configure audio-visual equipment at the Recreation Center in the amount not to exceed \$66,767.00 exclusive of WSST.

Staff Contact

If you have any questions or comments, please contact Jessica Wigle at 253-313-5088 or via e-mail at jwigle@penmetparks.org.

Attachments

Exhibit A: Resolution P2024-010



Peninsula Metropolitan Park District

RESOLUTION NO. P2024-010

AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN THE PROFESSIONAL SERVICES AGREEMENT TO PROVIDE, ASSEMBLE, AND CONFIGURE AUDIO-VISUAL EQUIPMENT AT THE PENMET PARKS RECREATION CENTER

WHEREAS, the Board of Park Commissioners approved Resolution R2021-036 adopting the total project budget of \$31.6 million for the Recreation Center project; and

WHEREAS, PenMet Parks conducted a public process to determine the program requirements for the Recreation Center in order to meet community need; and

WHEREAS, there is a need for audio-visual equipment for the Rec Center – Administration Building to support current and planned uses; and

WHEREAS, PenMet Parks used a competitive bid process in accordance with the requirements in Policy P40-102: Purchasing Policy for the design, purchase, and assembly of audio-visual equipment at the Rec Center – Administration Building; and

WHEREAS, PenMet Parks received and reviewed pricing for design, purchase, and assembly of audio-visual equipment for the Rec Center – Administration Building in the amount not to exceed \$66,767.00 exclusive of applicable WSST.

NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners, that the Executive Director be authorized to sign the Professional Services Agreement for the design, purchase and assembly of audio-visual equipment at the Rec Center – Administration Building in the amount not to exceed Sixty-Six Thousand, Seven Hundred Sixty-Seven and 00/100 Dollars (\$66,767.00) exclusive of applicable WSST, in substantially the form attached as Exhibit A.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on August 6, 2024.

Maryellen “Missy” Hill, Board President

Laurel Kingsbury, Board Clerk

Attest: Ally Bujacich

Peninsula Metropolitan Park District



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of August, 2024 by and between The PENINSULA METROPOLITAN PARK DISTRICT, a municipal corporation, hereinafter referred to as the "District", and, Tempest Technologies LLC whose address is 1045 12th Avenue NW, Suite F8, Issaquah, WA 98027, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the Consultant represents it is qualified to perform services described in paragraph 2 herein and holds all necessary licenses and government permits therefore;

WHEREAS, the District desires to meet more fully the needs of citizens residing within its district for participation in and enjoyment of recreational and cultural programs which beneficially contribute to the well-being of its citizens;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is hereby agreed as follows:

1. Independent Contractor Status. The Consultant is considered an independent contractor who shall at all times perform its duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe its status to be that of an agent or employee of the District, nor shall it be eligible for any employee benefits.

A. The Consultant represents and warrants that that any and all federal, state, and local mandatory deductions or other charges and taxes imposed by law and/or regulation upon the Consultant are current. The Consultant acknowledges that all such deductions, charges and taxes shall be the sole responsibility of the Consultant. If the District is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Consultant agrees to indemnify and hold the District harmless from those costs, including attorney's fees.

B. The Consultant shall provide at its sole expense all materials, office space, telephone and utility services, and other necessities to perform fully and timely its duties and services under this Agreement, unless otherwise specified in writing.

C. The Consultant shall comply with all applicable federal, state and local laws, ordinances, rules and regulations, and shall assist the District in complying with those conditions concerning grants and other federal assistance under the laws of the County of Pierce, the State of Washington, the United States of America, or such other laws as are applicable to the Scope of Services under this Agreement. The Consultant shall at its sole expense, obtain and keep in force any necessary licenses, permits, and tax certificates.

D. The Consultant shall conduct its professional services under this Agreement with the same care and skill ordinarily used by members of the Consultant's profession under similar circumstances, at the same time and in the same locality.

E. Debarment Certification. The Consultant certifies that neither the Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, the Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at:

www.sam.gov and <https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>

2. Scope of Services. The Consultant agrees to perform services as set forth in Exhibit A of this Agreement. All obligations and services of the Consultant undertaken pursuant to this Agreement shall be satisfactorily completed in accordance with the schedule identified in Exhibit A of this Agreement.

3. Compensation and Method of Payment.

A. In consideration of the services to be provided by the Consultant, the District will pay not more than Sixty-Six Thousand, Two Hundred Sixty-Seven and 00/100 dollars (\$66,267.00) excluding Washington State Sales Tax. In the event that the Consultant fails to pay any assessed mandatory deductions including, but not limited to, industrial insurance, FICA, Employment Security, and federal withholding the Consultant authorizes the District to deduct and withhold or pay over to the appropriate governmental agencies those unpaid amounts upon request and direction by the appropriate governmental agency. Any such payment will be deducted from the Consultant's total compensation.

B. Payment to the Consultant will be made only upon receipt of the Consultant's original written invoice following performance of the services provided herein (or for the percentage completed) and during the District's ordinary billing cycle. The District's ordinary billing cycle is once per month.

C. Final payment will not be made until all services and any specified deliverables have been completed to the satisfaction of and accepted by the District, which may include acceptance by the Board of Park Commissioners.

D. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, to have been improperly invoiced. In no event shall the total of the District's payment pursuant hereto exceed the contract price set forth in Paragraph 3.A. above. Any request for payment in excess of the contract amount shall automatically be rejected unless, prior to performing the service, the Consultant has obtained express written approval from the District for such services and written approval of the additional cost.

4. Publications. The Consultant shall obtain the District's approval prior to the publication of any of the results of services performed or to be performed pursuant hereto. Any publications that may be authorized shall acknowledge that the District provided financial support pursuant to this agreement as follows:

"FUNDED BY THE PENINSULA METROPOLITAN PARK DISTRICT"

5. Reporting. The Consultant, at such time and in such form as the District may require, shall furnish the District with periodic reports pertaining to the services and deliverables undertaken pursuant to this Agreement. The Consultant will make available to the District all work-related accounts and records for auditing, monitoring, or evaluation during normal business hours.

6. Ownership of Deliverables.

A. Ownership of the originals of the Consultant's deliverables as defined in the scope of services and provided by the consultant as a result of this Agreement, whether or not completed, shall be vested in the District. Any reuse of these materials by the District for projects or purposes other than those which fall within the scope of this Agreement or the project to which it relates, without written approval by the Consultant, will be at the sole risk of the District.

B. The District acknowledges the Consultant's deliverables as instruments of professional service. Nevertheless, the deliverables prepared under this Agreement shall become the property of the District upon completion of the services. The District agrees to hold harmless and indemnify the Consultant against all claims made against the Consultant for damage or injury, including defense costs, arising out of the District's reuse of Consultant's deliverables for a District project unless the District obtains the Consultant's written authorization for such use.

C. Methodology, materials, software, logic, and systems developed under this Agreement are the property of both the District and the Consultant, and may be used by the District and the Consultant as each sees fit, including the right to revise or publish the same without limitation and for use in similar projects, subject to the provisions of paragraph 6.B. above.

7. Termination.

A. The District may terminate the Consultant's performance of services under this Agreement through written notice to the Consultant, in whole, or from time to time in part, whenever the Consultant fails to perform in a timely manner and fully, faithfully, and in a safe and responsible manner, the services required herein, or whenever the fulfillment or accomplishment of the purpose of this Agreement has in the judgment of the District become impossible or impractical for whatever reason.

(1) If the cause of termination is by reason of the Consultant's breach of this Agreement, then termination shall not relieve the Consultant of liability to the District for damages sustained by the District, and the District may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount owing the Consultant is determined.

(2) If the cause of termination is not by reason of the Consultant's breach of this Agreement, then the District shall be liable only for payment of services performed or furnished prior to the effective date of termination. The Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Consultant covered by this Agreement, less payments of compensation previously made.

(3) Any and all notices affecting or relative to this Agreement shall be effective if in writing and delivered or mailed, postage and fees prepaid, to the respective party being notified at the address listed with the signature of this Agreement. The parties' addresses may be changed by the same method of notice.

B. The Consultant may terminate this Agreement if the Consultant provides written notice to the District of its material breach of the terms of this Agreement and, after seven (7) business days prior written notice, the District fails to cure such breach. The Consultant's notice shall specify the nature of the breach and the steps necessary to cure the breach. If the breach cannot reasonably be cured within the 7 business day period, so long as the

District is taking reasonable steps to cure the breach, it shall have additional time to do so and the Agreement shall not terminate. Upon termination, the Consultant shall be entitled to full compensation for services rendered up to the termination date in accordance with the payment schedule and for reasonable costs and expenses associated with closing out the project.

8. Indemnification.

A. The Consultant shall indemnify and hold harmless the District, its officials, officers, agents, employees, volunteers, and representatives, from, , any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and costs caused or alleged to be caused by the negligent and / or wrongful acts, errors, and/or omissions by the Consultant, its employees, agents, representatives or volunteers relative to or in connection with the Consultant's services covered hereunder, except for injuries and damages caused by the sole negligence of the District. In the event of recovery due to the aforementioned circumstances, the Consultant shall pay any judgment or lien arising therefrom, including any and all costs as part thereof.

B. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the District, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES. The provisions of this section shall survive the expiration or termination of this Agreement.

9. Insurance. Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors. Consultant's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The District shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the District.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

- B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products - completed operations aggregate limit.
- C. Other Insurance Provision. Consultant's Automobile Liability and Commercial General Liability policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the District. Any insurance maintained by the District shall be excess of Consultant's insurance and shall not contribute with it.
- D. Consultant's Insurance for Other Losses. Consultant shall assume full responsibility for all loss or damage from any cause whatsoever to any materials, tools, Consultant's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Consultant, or the Consultant's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.
- E. Waiver of Subrogation. Consultant and the District waive all rights against each other, any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to the Insurance Requirements Section of this Agreement or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.
- F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- G. Verification of Coverage. Consultant shall furnish to District original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of Consultant before commencement of any work.
- H. Subcontractors. Consultant shall have sole responsibility for determining the insurance coverage and limits required to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.
- I. Notice of Cancellation. Consultant shall provide District and all additional insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
- J. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which District may, after giving five business days' notice to Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to District on demand.
10. Non-Discrimination. Except to the extent permitted by bona fide occupation qualification, the Consultant agrees as follows:
- A. The Consultant shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, marital status, sex, age, or the

presence of any sensory, mental or physical handicap. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to, the following: Recruitment, employment, upgrading, demotion or transfer, advertising, lay-off or termination, establishing rates of pay or other forms of compensation and selection for training.

B. The Consultant shall in all solicitation from employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants shall receive consideration for employment without regard to their race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. The words: "Equal Opportunity Employer" shall appear in all advertisements.

C. The Consultant shall include the intent of the foregoing provisions of the foregoing paragraphs (a) and (b) in every subcontract or purchase order for the goods or services which are subject matter of this Agreement.

D. In the event of noncompliance by the Consultant with any of the non-discrimination provisions of the Agreement, the District will have the right, at its option, to cancel the Agreement in whole or in part by written notice. If the Agreement is canceled after partial performance, the District will be obligated to pay only for that portion of the total work authorized under this Agreement that is satisfactorily completed.

11. Assignment and Subcontract. The independent Consultant shall not assign, subcontract, delegate, or transfer any interest or claim to or under this Agreement or for any of the compensation due it hereunder, in whole or in part, except as authorized in writing by the District.

12. Conflict of Interest. No officer, employee or agent of the District who exercises any function or responsibilities in connection with the planning and carrying out of the program to which this Agreement pertains shall have any personal financial interest, direct or indirect, in this Agreement. The Consultant shall comply with all federal, state and local conflict of interest laws, statutes and regulations as they shall apply to all parties and beneficiaries under this Agreement, as well as to officers, employees or agents of the District. The Consultant represents that the Consultant presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Agreement pertains which would conflict in any manner or degree with the performance of the Consultant's services and obligations hereunder. The Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed.

13. Enforcement. If by reason of the default on the part of either party in the performance of any of the provisions of this Agreement and becomes necessary for the non-defaulting party to employ an attorney, the defaulting party agrees to pay all costs and legal expenses expended and/or incurred by the non-defaulting party.

14. Interpretation and Venue. Washington law will govern the interpretation of this Agreement. Any dispute as to the enforcement or interpretation of this Agreement shall be determined by litigation in accordance with the laws of the State of Washington. The prevailing party in any litigation arising under this contract shall be entitled to reasonable attorney's and expert witness fees. Pierce County shall be the venue of any litigation.

15. Unenforceable Clauses. If one or more of the Agreement clauses is found to be unenforceable, illegal or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.

16. Entire Agreement. This Agreement constitutes the complete and final agreement of the parties, replaces and supersedes all oral and written proposals and agreements heretofore made on the subject matter, and may be modified only by a writing signed by both parties. Each party hereby acknowledges receipt of a copy of this Agreement executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year first above written.

PENINSULA METROPOLITAN PARK DISTRICT, a municipal corporation

CONSULTANT:
Tempest Technologies LLC

Ally Bujacich, Executive Director

Consultant Signature

Address:
1045 12th Avenue NW, Suite F8
Issaquah, Washington 98027

(Phone): (425) 996-0228
(E-Mail): dallas.dougherty@tempesttech.net

Fed Tax No.: _____

L & I Acct. No.: _____

UBI No.: _____

Copy 1: Consultant (Original)
Copy 2: Contract Compliance (Original)

EXHIBIT A

SCOPE OF SERVICES

PROJECT DESCRIPTION

PURPOSE & SCOPE

The Consultant will provide, assemble and configure audiovisual equipment in two locations at the PenMet Parks Recreation Center Administration Building: the lobby and the main conference room. The Consultant will provide, assemble, and configure all necessary equipment for a complete and functional system that meets PenMet Parks' specifications.

SCOPE OF SERVICES – OUTLINE

Tempest Technologies LLC will have provided a potential Bill of Materials (BOM) for the installation of a similar client's lobby audiovisual system. In addition to the BOM list of materials, Tempest Technologies has added two (2) wireless hand-held mic systems, two (2) hearing assist receiver systems, a rolling electronics rack enclosure, and the installation of equipment in it.

SCOPE OF WORK FOR TEMPEST TECHNOLOGIES:

- Provide and assemble a QSC Core 8 Flex Unified Core with 8 local audio I/O channels, 64x64 network I/O channels with 8x8 Software-based Dante.
- Provide QSC SLQSE-8N-P Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable). Scripting Engine Software License, Perpetual.
- Provide QSC SLQUD-8N-P Q-SYS Core 8 Flex, Core Nano, NV-32-H (Core Capable). UCI Deployment Software License, Perpetual.
- Provide and assemble a QSC SPA4-60 1/2 RU 4 Channel ENERGY STAR amplifier / Multichannel operation 60 watts into 8 & 4, Bridged pair operation.
- Provide and assemble a Visionary Solutions Visionary Solutions A/V Encoder, 4K60 4:4:4.
- Provide and assemble a MIDDLE ATLANTIC PD-915R 9OUT,15A, RACKMOUNT POWER CENTER.
- Provide and assemble a Listen Tech LS-30-072 Listen iDSP Essentials Starter Stationary RF System (72 MHz).
- Provide and assemble a Listen Tech Universal Rack Mounting Kit.
- Provide and assemble two (2) Listen Tech LR-3200-072 Basic DSP RF Receivers (72 MHz) w/LA-401 Universal Ear Speakers & LA-430 Intelligent Ear Phone/Neck Loop Lanyards.
- Provide and assemble five (5) Audio-Technica ESW-T4107/925C15 ES Wireless Desk Stand Transmitter with ES925 mic featuring 15-inch gooseneck and cardioid condenser.
- Provide and assemble three (3) Audio-Technica ESW-T4106 ES Wireless Boundary Transmitters.
- Provide and assemble an Audio-Technica ESW-CHG5AD ES Wireless 4-Bay charging station. Compatible with ESW Desk stand and/or Boundary Transmitters. Inc.
- Provide and assemble an Audio-Technica ESW-CHG5 ES Wireless 4-Bay charging station. Compatible with ESW Desk stand and/or Boundary Transmitters. Inc.
- Provide and assemble an Audio-Technica ESW-R4180DAN ES Wireless 8C channel receiver with Dante network output.
- Provide and assemble a Visionary Solutions DuetE-WP A/V Encoder (Wall Plate), 4K UHD over IP cinema quality ultra-low latency visually lossless switch.
- Provide and assemble four (4) Visionary Solutions D5200 4K60 4:4:4 & Dante/ AES67 over Gigabit Ethernet
- Provide and assemble two (2) QSC AC-C6T 6.5" Two-way ceiling speaker, 70/100V transformer with 8 bypass, 110 conical coverage, includes C-ring.
- Provide and assemble two (2) QSC AD-S6T-WH 6.5" Two-way surface speaker, 70/100V

- transformer with 8 bypass, 105 conical DMT coverage.
- Provide and assemble two (2) QSC NC-12x80 12x Optical Zoom 80 Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. Inc.
- Provide and assemble a QSC TSC-70-G3 Q-SYS 7 PoE Touch Screen Controller for In-Wall Mounting. Color - Black only.
- Provide and assemble 250-ft Windy City Wire 16-02 UNS STR Plenum Black Jacket.
- Provide and assemble a Middle Atlantic ERK-2120 21SP/20D STANDALONE RACK with CBS-ERK-20 CASTER BASE FOR ERK 20DP.
- Provide and assemble all component interconnect cabling for a professional and functional AV system per system schematics, Tempest Technologies experience, and industry best practice.
- Provide and assemble all rack blank panels, rack accessory shelves, rack utility drawers, and rack accessories (as applicable) for a clean, professional, and functional AV system installation per design intent and description herein.
- Demonstrate system functionality to Client.
- Test, tweak, and tune as needed for a complete and functional system.
- Train Client.
- Complete as-built documents and provide to Client.
- Provide Client with copy of audio and control programming files, as applicable.

FUNCTIONAL PROGRAMMING REQUIREMENTS

- Mic & program volume & mute.
- Camera switching & presets.
- Video source selection
- Video routing to (OFE) FPD's
- Power control to (OFE) FPD's
- TOD power control as applicable

CONTROL OF THE FOLLOWING ITEMS:

- QSC Core 8 Flex
- Two (2) QSC NC-12x80
- Visionary Solutions DuetE-WP
- Visionary Solutions DuetE 5
- Four (4) Visionary Solutions D5200
- Four (4) (OFE) Flat Panel Displays

ROLES & RESPONSIBILITIES

PENMET PARKS

PenMet Parks will review and approve submittals, changes, installations, and close out documents. PenMet Parks will install cabling for speakers and cat6. PenMet Parks will install supports for components if required.

TEMPEST TECHNOLOGIES LLC

Tempest Technologies will provide, assemble and configure all audiovisual equipment as approved by PenMet Parks. They will assist PenMet Parks in mounting hardware locations if required. They will provide startup and testing for all equipment, as well as all operation and maintenance manuals. They will provide training on system operations and closeout documentation including all equipment warranties and product lists.

SCHEDULE

Project completion will be on or before September 30, 2024, or as revised through an updated, approved schedule.

WORK PLAN

TASK 1: PENMET PARKS RECREATION CENTER ADMINISTRATION BUILDING LOBBY AUDIOVISUAL DESIGN, INTEGRATION & IMPLEMENTATION

TASK 2: PENMET PARKS RECREATION CENTER ADMINISTRATION BUILDING MAIN CONFERENCE ROOM AUDIOVISUAL DESIGN, INTEGRATION & IMPLEMENTATION

Audio Visual Systems at Rec Center Admin Building	
Tasks	Cost
Task 1: Conference Room Audio-Visual Complete	
Hardware & Materials	\$7,466.00
Integration Services	\$6,600.00
Task 2: Lobby Audio-Visual Complete	
Hardware & Materials	\$31,616.00
Integration Services	\$19,085.00
One-Year Extended Warranty and Service Agreement	\$2,000.00
Total Excluding WSST	\$66,767.00



DISTRICT COMMISSION MEMO

To: Board of Park Commissioners

Through: Ally Bujacich, Executive Director

From: Jessica Wigle, Director of Finance

Date: August 6, 2024

Subject: **Resolution P2024-011 Authorizing the Purchase of Property and Casualty Insurance and Commercial General Liability Insurance From Enduris Washington**

Background/Analysis

PenMet Parks purchases insurance to safeguard against the potential risk of losses resulting from property damage due to fire or other perils and the potential risk of losses resulting from accidents, injuries, or damage to the property of others that may occur on District property or during the course of District operations. PenMet Parks is currently insured through Enduris Washington (Enduris) and Policy Year 2024 ends on August 31, 2024.

On a continual basis, staff updates asset inventory to identify all the properties owned or operated by PenMet Parks, the improvements on those properties, as well as assets that need to be insured. Staff have also evaluated the District's commercial general liability needs. With that information, Enduris has provided a renewal for the next period, Policy Year 2025 (September 1, 2024 through August 31, 2025).

Enduris has provided insurance to PenMet Parks for many years. Enduris is a local government risk-sharing pool that specializes in property and liability coverage and loss control services for special purpose districts. Enduris was established in 1987 to provide affordable insurance to its members, which include, but are not limited to, public health, water, sewer, irrigation, weed, park and recreation, library, fire, air pollution control, mosquito control, port, regional support network, conservation, and cemetery districts. Enduris provides coverage through the reinsurance and excess insurance markets.

Enduris has issued a renewal invoice in the amount of \$193,151 for the period from September 1, 2024 through August 31, 2025, a copy of which is attached to Exhibit A.



Normally, PenMet Parks solicits competitive bids for its purchases. Although insurance may be procured from other sources, Enduris is unique in that it is a public entity, subject to accountability audits by the Washington State Auditor and created to provide affordable insurance options for special purpose districts such as PenMet Parks. Consequently, Enduris can provide more competitive rates than other insurers. Enduris also provides risk management services to its members as well as other services that historically have been beneficial to the District. As a result, staff does not believe soliciting competitive quotes will result in lower premiums or a higher level of service. Therefore, staff requests that the Board waive the competitive bidding requirements pursuant to RCW 39.04.280(1)(d). That statutory provision expressly allows public agencies to waive the competitive bidding requirements for the procurement of insurance.

Policy Implications/Support

1. Policy P40-101: Comprehensive Financial Management Policy states, in part, that the Peninsula Metropolitan Park District will maintain adequate insurance on all capital assets consistent with the results of the annual physical count/inspection.
2. Policy P40-102: Purchasing/ Procurement Policy states, in part, that the Board of Park Commissioners is authorized by law to procure goods and services for the benefit of the District. Board approval is required whenever the cumulative total of a contract exceeds the purchasing authority delegated to the Executive Director.
3. Pursuant to RCW 39.04.280(1)(d), the Board of Park Commissioners is statutory authorized to waive the competitive bidding requirements for insurance.

Staff Recommendation

Staff recommends the Board pass Resolution P2024-011 authorizing the purchase of property and casualty insurance and commercial general liability Insurance from Enduris Washington, including such modifications and renewals as the Executive Director deems prudent and necessary.

Committee Recommendation

This action was reviewed by the Finance Committee at its July 17, 2024 meeting with a recommendation to bring this action to the full Board for its approval.



Staff Contact

If you have any questions or comments, please contact Jessica Wigle at (253) 313-5088 or jwigle@penmetparks.org.

Attachments:

Exhibit A: Resolution P2024-011



Peninsula Metropolitan Park District

RESOLUTION NO. P2024-011

AUTHORIZING THE PURCHASE OF PROPERTY AND CASUALTY INSURANCE AND COMMERCIAL GENERAL LIABILITY INSURANCE FROM ENDURIS WASHINGTON

WHEREAS, the Board of Park Commissioners recognizes the importance of maintaining appropriate levels of insurance coverage to safeguard against the potential risk of losses resulting from property damage due to fire or other perils and the potential risk of losses resulting from accidents, injuries or damage to the property of others that may occur on District property or during the course of District operations; and

WHEREAS, the District is continually updating its asset inventory to identify all the properties owned or operated by the District, as well as the improvements on those properties and has also evaluated the District's commercial general liability needs; and

WHEREAS, the current insurance policy year 2024 with Enduris Washington is set to expire on August 31, 2024, and Enduris Washington has provided a renewal for the next policy year 2025, which is attached as Exhibit A; and

WHEREAS, Enduris Washington has provided insurance to the District for many years, is a local government risk-sharing pool that specializes in property and liability coverage and loss control services for special purpose districts, is unique in that it is a public entity, subject to accountability audits by the Washington State Auditor and created to provide affordable insurance options for special purpose districts such as PenMet Parks and can provide more competitive rates than other insurers; and

WHEREAS, Enduris also provides risk management services to its members as well as other services that historically have been beneficial to the District; and

WHEREAS, PenMet Parks does not believe soliciting competitive quotes will result in lower premiums or a higher level of service and the District may waive the competitive bidding requirements for insurance pursuant to RCW 39.04.280(1)(d);

NOW THEREFORE BE IT

RESOLVED by the Board of Park Commissioners as follows:

1. The competitive bidding requirements for insurance are waived pursuant to RCW 39.04.280(1)(d);



2. The Executive Director is authorized to execute such agreements and other documents as are necessary to procure property and casualty and commercial general liability insurance from Enduris Washington for 2024-2025 in an amount not to exceed \$193,151.00; and
3. The Executive Director is authorized to execute such modifications to and/or renewals of the insurance as the Executive Director deems prudent and necessary.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on August 6, 2024.

Maryellen (Missy) Hill, President

Laurel Kingsbury, Clerk

Attest: Ally Bujacich, Executive Director



INVOICE

Invoice Number: R25-413-1	Invoice Date: 7/14/2024	Page: 1
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1610 S. Technology Blvd, Ste 100
 Spokane, WA 99224
 (509) 838-0910 or (800) 462-8418

Member ID: 413
Renewal Policy: 2025-413-P-001
Member: Peninsula Metropolitan Park District
 2416 14th Ave NW
 Gig Harbor, WA 98335

Due Date
9/1/2024

Description	Amount
Effective September 1, 2024 through August 31, 2025	
Auto Physical Damage	7,350
General Liability	94,057
Property	90,604
Crime	1,140
Please see the Binder for specific coverage details.	TOTAL \$193,151

Terms and Conditions: Late fees of 6.5% will be levied on overdue accounts. **Payment should be made by check or money transfer:**
Make check payable to: Enduris Washington.

Our mission remains **"to provide financial protection, broad coverage, and risk management services responsive to our members' needs."** We strive to bring exceptional coverage for a competitive price while adding value to your organization.

If you have questions or need assistance, please email MemberRelations@enduris.us or call (800) 462-8418.

INVOICE

Invoice Number: R25-413-1	Invoice Date: 7/14/2024	Page: 2
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Member ID: 413
Member: Peninsula Metropolitan Park District
2416 14th Ave NW
Gig Harbor, WA 98335

Member Contribution Overview

Our goal is to provide broad coverage, risk management, education, exceptional claims service, and a personal touch at a competitive price. We work daily to provide optimal cost and value for your organization.

Member rates, both individually and collectively, are impacted by:

- The reinsurance and excess market
- Actuarially projected losses for past and future losses
- Actual losses paid on behalf of members
- Inflation (property, medical, cost of goods, and labor)

As a risk pool, we approach the reinsurance and excess market on your collective behalf to negotiate advantageous rates with broad coverage and limits that offer the best protection. For the past four years, property, auto, and cyber reinsurance rates have skyrocketed; Enduris’ reinsurance/excess rates increased by almost 200%, but members’ rates did not. The cost of insurance and limitations on coverage have become a front-page issue in the news. The challenges are real and impact the public sector and us as individuals in our personal lives.

The actuarial projection of claims costs for Policy Year 2025 is an increase of 11%. The frequency and severity of member claims are the most significant components, but growing claims costs are also due to the growth in underlying exposure and inflation.

Enduris member rates include base rates and individual member risk modifiers by coverage. Individual member rates are applied to member exposures. The Intergovernmental Contract (IGC) provides additional information regarding the establishment of Member Contributions.

Base rate increases by coverage for Policy Year 2025 are:

- Property (including cyber): 4%-6%
- Auto Physical Damage: 5%-10%
- General Liability (including Auto Liability): 5%-10%
- Crime: 5%-10%
- Named Position: starting at 5% (Named Position coverage will merge with the Crime blanket coverage within two years. Please contact MemberRelations@enduris.us with questions).

Base Rate Modifiers are member specific. If applied, they modify the rate increase ranges listed above. These modifiers are determined by Enduris Member Relations and reflect risk, loss experience, and other factors.

Member Exposures include property values, number of vehicles and value, and worker hours/emergency runs). If you have made changes for PY 2025, your contribution amount will reflect these changes (adding/deleting property, vehicles, worker hours, etc.). The reinsurer's required 5% inflationary factor on all property will also impact contribution. Alliant also conducted some property appraisals this year; those finalized have been applied.

The District's PY 2025 exposure by coverage used to calculate your contribution is summarized below. Where applicable, the detailed schedule is an attachment to the email with your invoice:

- Auto Physical Damamge - 14 reported vehicle(s) as scheduled
- General Liability - L&I hours of 69,134
- Property - TIV of \$18,273,547 as scheduled
- Crime - Limit of \$250,000

Invoices are due on the first day of the new policy year, September 1, 2024. Please note that past-due amounts will incur interest at 6.5% until the balance is paid in full. Any member with receivables more than 60 days past due is delinquent, and any member more than 90 days past due can be terminated from the Pool. Contact Member Relations to discuss a payment plan if necessary.

Thank you for your continued membership and service to Washington's communities. We are looking forward to serving you this coming year.

Sincerely,



Sheryl Brandt
Executive Director



DISTRICT COMMISSION MEMO

To: Board of Park Commissioners

Through: Ally Bujacich, Executive Director

From: Sue O'Neill, Director of Park Services

Date: August 6, 2024

Subject: **Resolution P2024-012 Authorizing the Executive Director to Sign the Construction Contract for Mini Golf Turf Replacement with Soundview Landscape & Sprinkler Co.**

Background/Analysis

The Board of Park Commissioners passed Resolution RR2022-011 on November 15, 2022, approving the 2023 Capital Budget and Capital Improvement Plan, including the appropriation of \$80,000 for the Recreation Center Mini Golf Course Upgrades project.

The Board of Park Commissioners discussed options for the mini golf course renovation during the May 17, 2024 and June 18, 2024 study sessions, including restoring components that are at or beyond the end of their useful life (deferred maintenance) and an enhanced user experience. Staff recommended an amended and expanded scope of work that includes:

- Remove and replace fairway carpet (turf replacement)
- Restore power to outlets and lighting
- Restore irrigation system
- Clean and restore water feature (replace pumps)
- Upgrade turf to putting green grade product
- Add additional lighting for evening play and convert lighting to LED
- Provide up to ten themed elements throughout the course
- Provide themed fences and benches
- Upgrade landscape to align with theme
- Provide themed signage
- Provide kiosk for customer service and course management
- Design fees (specify materials, electrical engineering, irrigation design, etc.)



The estimated cost to complete the expanded scope of work is \$600,000. The Board of Park Commissioners passed Resolution RR2024-007 on July 16, 2024, adopting the amended 2024 Capital Budget, which increased the original budget appropriation for the Recreation Center Mini Golf Course Upgrades project by \$520,000 for a new total authorized project budget of \$600,000.

Bid Process

PenMet Parks issued an Invitation to Bid for the first phase of the Recreation Center Mini Golf Course Upgrades project, Mini Golf Course Turf Replacement, on July 16, 2024 to ninety-nine companies on the MRSC Small Works Roster. Sealed bids were due by 3 p.m. on July 29, 2024. Two bids were received. The lowest responsive and responsible bidder was identified as Soundview Landscape & Sprinkler Co. The bid summary is listed below.

Bidder	Bid Amount (including WSST)
Coast to Coast Turf	\$269,169.00
Soundview Landscape & Sprinkler Co.	\$136,786.00

Budget Analysis

The lowest responsive and responsible bid of \$136,786.00, including WSST, received for the Mini Golf Course Turf Replacement, falls within the revised approved total project budget. The remaining scope of work for the Recreation Center Mini Golf Course Upgrades project will be bid separately from the Mini Golf Course Turf Replacement.

Policy Implications/Support

1. The Board approved Resolution RR2022-011 adopting the 2023 Capital Budget and Capital Improvement Plan, including appropriating \$80,000 for the Recreation Center Mini Golf Course Upgrades project.
2. The Board of Park Commissioners passed Resolution RR2024-007 on July 16, 2024, increasing the budget appropriation for the Recreation Center Mini Golf Course Upgrades project by \$520,000 for a new authorized budget of \$600,000.
3. Completing the Recreation Center Mini Golf Course Upgrades project will advance District goals and objectives, including:
 - a. Effectively manage and maintain assets to preserve existing infrastructure to provide parks and recreation opportunities for the community.
 - b. Create meaningful places.
 - c. Balanced financial accountability.



Staff Recommendation

Staff recommend the Board pass Resolution P2024-012 authorizing the Executive Director to execute a construction agreement with Soundview Landscape & Sprinkler Co. for the Mini Golf Course Turf Replacement.

Staff Contact

If you have any questions or comments, please contact Sue O'Neill at (253) 330-2638 or via e-mail at soneill@penmetparks.org.

Attachments:

Exhibit A: Resolution P2024-012



Peninsula Metropolitan Park District

RESOLUTION NO. P2024-012

AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN THE CONSTRUCTION CONTRACT FOR MINI GOLF COURSE TURF REPLACEMENT WITH SOUNDVIEW LANDSCAPE & SPRINKLER CO.

WHEREAS, the Board passed Resolution RR2022-011 on November 15, 2022 approving the 2023 Capital Budget and Capital Improvement Plan, including the appropriation of \$80,000 for the Recreation Center Mini Golf Course Upgrades project; and

WHEREAS, the Board discussed options for the mini golf course renovation during the May 17, 2024 and June 18, 2024 study sessions, including restoring components that are at or beyond the end of their useful life (deferred maintenance) and an enhanced user experience; and

WHEREAS, the Board passed Resolution RR2024-007 on July 16, 2024 amending the 2024 Capital Budget and increasing the budget appropriation for the Recreation Center Mini Golf Course Upgrades project by \$520,000 for a new authorized budget of \$600,000; and

WHEREAS, the requirements for procuring a public work set forth in Policy P40-102: Purchasing / Procurement Policy were followed; and

WHEREAS, PenMet Parks issued an Invitation to Bid for mini golf course turf replacement on July 16, 2024, and held a bid opening on July 29, 2024, and the lowest responsive and responsible bidder was identified as Soundview Landscape & Sprinkler Co.; and

WHEREAS, the lowest bid received for the Mini Golf Course Turf Replacement is within the amount appropriated in the new authorized budget

NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners that the Executive Director be authorized to sign the construction contract with Soundview Landscape & Sprinkler Co. for the base bid amount of One Hundred and Thirty-Six Thousand, Seven Hundred and Eighty Six and 00/100 Dollars (\$136,786.00), including WSST, in substantially the form attached as Exhibit A.



The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioner Peninsula Metropolitan Park District held on August 6, 2024.

Maryellen (Missy) Hill, Board President

Laurel Kingsbury, Board Clerk

Attest: Ally Bujacich

Peninsula Metropolitan Park District

PROJECT CONTRACT FOR WORK AWARDED FROM SMALL WORKS ROSTER

(Work Less Than \$350,000)

This **AGREEMENT** is made as of the 6th day of August, 2024, between the Peninsula Metropolitan Park District ("PenMet Parks" or "Owner"), and Soundview Landscape & Sprinkler Co. ("Contractor").

A general description of the Project is:

Mini golf course turf replacement located at 2416 14th Ave NW, Gig Harbor, WA 98335, which includes demolition and disposal of existing mini golf turf system and subsurface preparation, as well as installation of new synthetic turf and golf cup assemblies.

The Architect/Engineer ("A/E"), if any, is:

Baumwelt, PLLC

The Owner and Contractor agree as set forth below.

ARTICLE 1 **THE WORK**

1.1 The Contractor shall fully execute and complete the entire Work described in the Contract Documents.

ARTICLE 2 **DATES OF COMMENCEMENT AND SUBSTANTIAL AND FINAL COMPLETION**

2.1 The date of commencement of the Work (the date from which the Contract Time is measured) shall be the date established in a notice to proceed issued by the Owner, unless a different date is stated below.

2.2 The Contractor shall achieve Substantial Completion of the entire Work no later than October 11, 2024 and Final Completion no later than October 30, 2024, subject to adjustments of the Contract Time as provided in the Contract Documents.

2.3 Liquidated damages, if any, shall be \$ 75 per day for each calendar day after the Contract Time that Substantial Completion is not attained, and shall be paid to the Owner.

ARTICLE 3 CONTRACT SUM

3.1 Owner shall pay the Contractor for the Contractor's performance of the Contract the Contract Sum of One Hundred Twenty Six, Five Hundred Thirty Six and 54/100 Dollars (\$126,536.54), subject to additions and deductions as provided in the Contract Documents. Sales tax is not included in the Contract Sum.

The contract sum has been derived from the contractor's bid to Owner dated June 28, 2024, and is made up of the following components:

3.2 The Contract Sum is based upon and includes the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

N/A

3.3 Unit prices beyond those listed in the Contractor's Bid to Owner, if any, are as follows:

N/A

3.4 Allowances, if any, are as follows:

N/A

ARTICLE 4 PAYMENT

4.1 Owner will make payments to the Contractor as provided below and elsewhere in the Contract Documents based upon Application(s) for Payment submitted by the Contractor and per Article 15. Owner will schedule final payment, constituting the entire unpaid balance of the Contract Sum except statutory retainage, to the Contractor when the Work has achieved Final Completion, the Agreement has been fully performed and the Owner's Board of Directors has accepted the Work. The retainage shall be paid pursuant to RCW 60.28 and the Contract Documents.

4.2 Payments due and unpaid under the Agreement shall bear interest as specified by RCW 39.76, not to exceed the Bank of America prime rate plus 2%.

ARTICLE 5 PERMITS AND FEES

5.1 The Owner will secure and pay for the cost of any required building permit. The Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the use or occupancy of permanent structures or permanent changes in existing facilities.

5.2 The Contractor shall secure and pay, as a part of the Contract Sum, for all other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the construction of the Work.

**ARTICLE 6
PROPERTY INSURANCE**

6.1 The Owner shall insure the property in the amount of its insurable replacement cost, including additions and alterations, against "all risks" of physical loss. The policies may inure to the benefit of the Owner only. The Contractor is at risk for all material and equipment not a permanent part of the structure. If the Owner requires in writing that the Contractor procure property insurance it shall be paid for by a Change Order. The Contractor's insurance requirements are described in Article 17.

6.2 Upon the occurrence of an insured loss, the Owner shall have the power to adjust and settle any loss with the insurers.

**ARTICLE 7
ENUMERATION OF CONTRACT DOCUMENTS**

The Contract Documents are enumerated as follows, except for modifications issued after execution of this Agreement:

7.1 PenMet Parks Invitation to Bid Number 2023-9A and all of the terms and conditions incorporated therein.

7.2 This executed Agreement between the Owner and Contractor, including the attached General Conditions.

7.3 Any Supplementary and other Conditions of the Agreement.

7.4 The Specifications as follows:

<u>Section</u>	<u>Title</u>	<u>Pages</u>
321813	Synthetic Grass Surfacing	7 pages

7.5 The Drawings as follows:

<u>Number</u>	<u>Title</u>	<u>Date</u>
Sheet L1.00	Synthetic Turf Replacement	May 25, 2024

7.6 The Addenda (if any) as follows:

<u>Number</u>	<u>Date</u>	<u>Pages</u>
No. 1	July 24, 2024	2 pages

7.7 Department of Labor and Industries Prevailing Wage Rates for Pierce County.

Effective Date: July 16, 2024

7.9 Any other documents forming part of the Contract Documents and listed below:

This Agreement entered into as of the day and year first written above.

PENINSULA METROPOLITAN PARK DISTRICT

CONTRACTOR

By _____
(Signature)

By  _____
(Signature)

(Printed name and title)

Kip Miller President
(Printed name and title)

CLIENT

By _____
(Signature)

(Printed name and title)