



Peninsula Metropolitan Park District

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

REGULAR MEETING AGENDA: Tuesday, April 07, 2020, approximately 6:00 pm

ATTENTION: Protecting the public, our partners, and our staff are of the utmost importance. Due to recent health concerns with the novel coronavirus, the Park Board has decided to host the meeting online. In accordance with the Governor's Stay at Home Order issued on March 23, 2020, the public is strongly encouraged to participate via teleconference.

You can listen to the study session and regular meeting by phone at the following number +1 253-215-8782 Meeting ID: 353 842 216

Call to Order ___: ___

Commissioner Roll Call:

	Present	Excused	Comment
Maryellen (Missy) Hill			
Amanda Babich			
Laurel Kingsbury			
Kurt Grimmer			
Steve Nixon			

ITEM 1 Approval of Agenda

ITEM 2 Citizen Comments: Due to current circumstances, we will be excepting citizen comments via email at ssnuffin@penmetparks.org up until 12:00 PM April 6, 2020. Comments will be read and recorded in the meeting.

ITEM 3 Presentations

3.a Executive Director's Report

3.b President's Report

ITEM 4 Consent Agenda

4.a Approval of Meeting Minutes

3-17-20 Study Session and Regular minutes

4.b Approval of Vouchers

\$129,888.99 Reference Number: V2020-137-191

ITEM 5 Unfinished Business

5.a CRC update

5.b Sehmel Homestead Park update

5.c Hale Pass update

5.d Request for Proposal - PenMet Parks Fundraising Consultant

ITEM 6 New Business

6.a Approve Owner's Representative Agreement

ITEM 7 Comments by Board

ITEM 8 Next Board Meetings: Tues. April 21, 2020 (Study and Regular) Via Zoom Meeting

ITEM 9 Executive Session

ITEM 10 Adjournment ___: ___

AGENDA POLICY

- No comments or discussion will be allowed on consent items.
- Public comment will be allowed on each Regular Agenda Action Item. Each speaker will be limited to a three (3) minute time limit and may only speak once with a total of 15 minutes per side. Comments will be included as part of the official record of the meeting.
- Citizen Comments: Citizens are afforded an opportunity at each regular and special meeting of the Board of Park Commissioners to offer their comments to the Board. Citizens are limited to a three (3) minute time limit and may only speak once during the Citizen Comment period at each meeting. Comments will be included as part of the official record of the meeting.
- Individuals requesting an item to be placed on the agenda must submit a request by 12 noon on the Tuesday preceding the Monday meeting date.
- Individuals wishing to submit materials or written testimony to the Board at the meeting must provide ten (10) copies at least 15 minutes prior to the start of the meeting.



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EXECUTIVE DIRECTOR REPORT: April 7, 2020

- Executive Director Doug Nelson is working with Finance and HR Manager Elaine Sorenson, and Administrative Assistant Stacie Snuffin to develop updates to our procedure manual to include emergency procedures related to health pandemics.
- Worked with Recreation Manager Michael Schick and the Recreation team to complete updates to their job specific manuals. Team members also worked on updating their Standard Operating procedure manuals for all part-time positions.
- We are closely following new developments regarding "Stay Home..." guidelines from Governor Inslee and Park agency regulations for service operations. We are prepared to adjust park use guidelines and signage if necessary.
- Currently reviewing our Bond considerations this week with PenMet staff, and Bond Consultant Jim Nelson. The next step will be to meet and coordinate with the CRC Budget Committee meeting.
- CRC Marketing Committee meets tomorrow to finalize the RFP for Fundraising Campaign Consultant.
- I have been working with Construction Project Manager Ed Lewis and Special Projects Manager Eric Guenther to closely monitor and manage the RFQ and RFP projects we have going for Design and Owner's Rep/Consultant.
- I've been working with Finance and HR Manager Elaine Sorenson to review and evaluate short and long-term budget considerations due to the impact of the coronavirus. We are also closely monitoring state and federal measures along with possible relief options that may be available to local government agencies.



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DEPARTMENT STAFF REPORT: March 18 - April 07, 2020

Marketing/Communications

- Interview with Gig Harbor living local published on PenMet’s commitment to health and safety
- Communication of limited access to parks/facility closures due to COVID being updated on website/social media as decisions are made.
- Online Art Contest was well received with 30 submissions.
- Created and launched “All In activities” page as a resource for staying active (<https://penmetparks.org/news/all-in-activities/>).
- Meeting regularly with CRC Fundraising Committee to complete RFP.
- Working with Recreation Dept on promoting ways to stay active and healthy during the COVID crisis.

Capital

- RFQ Published 2/20 & 25. Responses due 4/17/20. Selection expected 5/08/20. Board approval of contract anticipated for 5/19/20.
- GCCM process in progress
- CRC WIFI planning 2/24/20, estimate coming
- SHP Lighting: See Memo 200115
- Field lights installed and operational.
- Scheduling started 2/26/20
- Permits approved for SHP Lighting project.
- Negotiating with GPC over amphitheater parking lights reaching tentative agreement.
- Parking light poles arrived on site 2/20/20
- Turf half installed, amphitheater half in progress.
- Scoreboard in progress
- HP Projects: See Memo 200115
- Hales Pass roof replacement completed, including gutters.
- Hales Pass trim and fascia repaired/replaced as needed in coordination with roofers.
- Some rotted boards replaced (see Change Order).
- Hales Pass renovation design underway and under review; cost estimating in progress.
- Discussion of Memorials and Donations Policy to continue.
- City of Gig Harbor conducted planning meeting on Cushman Trail Phase V to refine route from Borgen Blvd to PC Line.
- All computers have been upgraded to Windows 10
- Finalizing post-move IT and phone adjustments.

Finance Report

- Working with the CRC committee and our bond consultant on bonding in the current volatile markets.
- Working on a spending freeze plan to prepare for a possible extended district closure.

Human Resources

- Wrote a 57-page draft safety plan for the park district. The Executive Director and Safety Officer (Ron Martinez) will now proof and review it.
- Processed four unemployment claims from part time recreation staff.
- Fine-tuned our telecommuting documents and created a weekly workplan to be filled out by all non-exempt staff.
- All staff completed on-line training from MRSC on COVID-19.
- Started working with the HR staff committee on a revised manual.

PEG Grants in progress

- Tubby's small dog area shelter (finalizing application)
- Narrows fencing (preparing application)
- McCormick trail map and signs (preparing application)
- Voyager PTA Playground (approved, in progress, presenting for reimbursement soon)
- HFP Trail mapping and signage (preparing 2 applications)
- Two other scouts currently discussing projects

Volunteers

- Parks Appreciation Day April 25 Postponed
- Working with community service people at Narrows continues.
- PHS runners trimmed trails at McCormick Forest; GHHS to trim trails at Rotary Bark Park.
- Considering National Trails Day event in June.
- Discussing GPC tree planting project at Sehmel Homestead Park.

Maintenance & Facilities

- Put up new tennis nets at Rosedale and SHP
- Put up park closed signs at all parks
- Fertilized SHP and Rosedale Ball Field.
- Aerated SHP and Rosedale Ball fields.
- Received new Pen Met truck # 108, had rack and safety beacons installed
- Installed new cable gates at CRC and Pen Gardens
- Put more garbage cans out at parks trails to handle more foot traffic

Recreation

- Recreation is working on Summer Camps and make sure everything is well planned out and prepared in advance for a great summer ahead.
- Recreation team with help from Chuck in the Marketing have developed an "All In Activities" webpage and daily highlights for the public which is shared on a variety of platforms. We are focused on games, DIY projects, sports at home, seniors, family activities to name a few. The team is staying connected and engaged with the community as much as possible.
- Aiden is busy with rescheduling field and facility rentals for a lot of community user groups and individuals. He is building great relationships with people during this situation.
- Kelly and Bryce are working on an Easter Basket give away for the community so they can have activities and a small egg hunt from their own homes/yards. It's a wonderful opportunity again to work with the community.

- Spencer will be starting a Q & A video conferencing option once a week where parents, coaches and players can hop on and ask questions about weekly topics based around sports. This is a fantastic idea to engage the community in a unique way!

Events

- No events In April

April Staff Anniversaries

- Garrett Lindberg - 5 years



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STUDY SESSION MINUTES

Tuesday, March 17, 2020, 5:00 pm

PenMet Community Recreation Center (2416 14th Ave NW., Gig Harbor, WA 98335)

Call to Order: The meeting was called to order by Commissioner Hill at 5:03 pm

Commissioners Present:

Maryellen (Missy) Hill
Kurt Grimmer
Amanda Babich (Via Teleconference)
Laurel Kingsbury (Via Teleconference)
Steve Nixon

Staff:

Doug Nelson
Elaine Sorensen
Ed Lewis (Via Teleconference)
Chuck Cuzzetto (Via Teleconference)
Eric Guenther (Via Teleconference)
Stacie Snuffin (Via Teleconference)

ITEM 1 Approval of Agenda

Commissioner Grimmer made a motion to approve the agenda, seconded by Commissioner Nixon. The agenda was approved with a 5-0 vote. The Board appointed Commissioner Grimmer as the temporary clerk for the evening.

ITEM 2 Board Discussion

2.a Covid-19/Coronavirus Update and Discussion

Executive Director, Doug Nelson gave a report on the current status of the parks.

- Parks are currently open
- Programs, leagues, rentals, and events have all been postponed or cancelled; with options to reschedule or make-up when possible
- Cancellations that can't be rescheduled will result in refunds

Nelson discussed the efforts PenMet has been making to reschedule fields for practices, along with youth activities, and that our parks were still open at this time for small unorganized groups and individuals. There are some concerns that too many people are gathering in the parks. He explained what some other local districts were doing under the circumstances due to the COVID - 19 virus and that the Board and staff had not yet had the opportunity to discuss the district's plan under the current situation. The Board and staff discussed the PenMet's office hours and alternate work schedules for employees as well as the maintenance staff using extra precautions for staff safety, performing regular duties, and use of seasonal or part-time workers to fill in gaps if needed. Nelson asked for some input from the Board. Commissioner Grimmer's input was to keep the Parks open at this time. Commissioner Kingsbury asked what Metro Parks was implementing and that she would like to possibly see the parks and playgrounds closed while restaurants and other business are closed. Commissioner Babich and Nixon would like to stay in line with what our Governor is requesting and that we post appropriate signage for social

distancing and safety while keeping the parks open. The consensus after further discussion was to keep the parks and playgrounds open, fields are closed to organized practices for now with obvious safety practice signage. The Board and staff discussed the cleaning protocol for the playgrounds. Nelson informed the Board that PenMet has formed a task force to handle the disinfecting of playground equipment. The Board and staff also had a conversation as to what the city and school district was doing with their parks and playgrounds. Nelson shared that the recreation department is working on a list of items and activities that children can do from home during this time. The sports staff is working on at home activities and workouts as well - in addition to spotlighting different PenMet parks. Nelson reported that the staff would prefer to close the office to public access but still have staff in place with a slight adjustment to office hours being 8:00am-4:00pm instead of 8:00am – 5:00 pm along with some alternative rotating work schedules. Nelson discussed some other considerations for short- and long-term impact, revenue considerations, and review of prior practices and lessons learned to help with future forecasting.

ITEM 3 Adjournment Commissioner Hill adjourned the meeting at 5:58 pm

APPROVED BY THE BOARD ON: _____

President

Clerk

Submitted by *Stacie Snuffin*



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REGULAR MEETING MINUTES: Tuesday, March 17, 2020, 6:00 pm
PenMet Community Recreation Center (2416 14th Ave NW., Gig Harbor, WA 98335)

Call to Order: The meeting of the Peninsula Metropolitan Park District was called to order by President Hill at 6:00 pm

Commissioners Present:

Maryellen (Missy) Hill
Amanda Babich (Via Teleconference)
Laurel Kingsbury (Via Teleconference)
Kurt Grimmer
Steve Nixon

Staff:

Doug Nelson
Eric Guenther (Via Teleconference)
Elaine Sorensen
Stacie Snuffin (Via Teleconference)
Ed Lewis (Via Teleconference)

ITEM 1 Approval of Agenda

Commissioner Grimmer made the motion to approve the agenda, seconded by Commissioner Nixon. The agenda was approved with a 5-0 vote.

ITEM 2 Citizen Comments: None

ITEM 3 Presentations

3.a GCCM (General Contractor/Construction Manager) Process for CRC Project

Jim Dougan from Parametrix gave a presentation on the GCCM process and the GCCM projects that the team at Parametrix has worked on in the South Puget Sound region. Jim presented what has been happening in the market with market escalations, and market conditions for the last 5-6 years. He discussed a list of forms of alternative project delivery. Commissioner Kingsbury asked about the RCW 39.10 (Alternative Public Works Contracting Procedures) and what the likelihood that it would not be re-authorized. Dougan told the Board that it would be very unlikely that it would not reauthorize the RCW. Dougan explained the Design-Bid-Build process to the Board and Staff. He presented the pros and cons of using a GCCM for a project. He explained the statutory requirements needed to be met for a GCCM and the selection process for hiring a GCCM, including all the benefits of having one. Dougan provided a couple case studies done by his agency on results and lessons to be learned. He listed the agencies in Washington State that are qualified for doing the GCCM work, including his agency. He talked about the interviewing process and ways of how PenMet can go through that process and the importance of the RFP for the project. There was a Q & A at the end of the presentation. President Hill and Commissioner Babich were very impressed with Dougan's presentation and that it was the most informative and easy to understand presentations they have ever heard.

3.b Executive Director’s Report

Executive Director Doug Nelson reported he was tentatively meeting with Roxanne Miles, Pierce County Parks Director, to discuss funding opportunities for PenMet Parks. Nelson reported that the WRPA Conference was being cancelled and that PenMet will look for other alternative training opportunities. Nelson let the Board know that Eric Guenther, Planning & Special Projects Manager, wanted to make a motion to move forward on the hiring process and RFP to procure an Owner’s representative for the CRC project. President Hill deferred the question to Commissioner Babich and Nixon. They would like to see it on the next Agenda for April 7, 2020. No motion made at this time.

3.c Finance Report

Elaine Sorensen reported on revenue for February and the expense of the audit and election invoice. Ms. Sorenson also stated that she and Executive Director Nelson were meeting weekly about the budget and the state of the economy during the virus. They will be reviewing the staffing and budget plan that Sorenson and previous Executive Director Terry Lee used in previous years. Sorenson reported some of the staff were working alternative work schedules and the all staff training was cancelled. Looking for alternative training options that can be done online.

3.d President’s Report

President Hill reported that the Board is working closely with Executive Director Doug Nelson with the current environment and thoughtful steps moving forward.

ITEM 4 Consent Agenda

Commissioner Grimmer made the motion to approve the agenda, seconded by Commissioner Nixon. The agenda was approved with a 5-0 vote.

4.a Approval of Meeting Minutes

3-03-20 Study Session and Regular minutes

4.b Approval of Vouchers

\$182,741.23 Reference Number: V2020-100-136

ITEM 5 Unfinished Business

5.a Board Meeting Update

Executive Director Nelson reported that the New Surface Pro’s had arrived at the office; along with additional progress on other equipment and tasks; IT set-up and furniture necessary to move the Board meetings to the new CRC location. Administrative Assistant, Stacie Snuffin, discussed with the Board about learning the new meeting software,

accessory options and navigating the process of getting the devices out to the Commissioners. Commissioner Kingsbury discussed that she would like to investigate some other alternatives for doing the meetings during this time, such as Zoom. President Hill reported that we didn't use Zoom this time because people were reporting problems with the application being inundated with use and that's why we didn't use it for tonight's meeting. Commissioner Babich also had a suggestion to take a look at using Go To Meeting as an alternative.

5.b RFP for CRC Fundraising Campaign Consultant

President Hill reported that there is a draft in the packet for review but she had not had a chance to review it yet. Commissioner Babich recommended that President Hill and other have an opportunity to review the RFP before the next CRC Marketing Committee meeting.

ITEM 6 New Business

6.a Re-zoning the CRC site to Parks and Recreation

Executive Director Nelson reported that the rezoning of some of PenMet's properties can be lumped together for one fee and that the County recommended that PenMet start the rezoning process now, as it takes about a year to complete. Commissioner Grimmer made the motion for PenMet staff to move forward with identifying the PenMet properties that can be rezoned together, seconded by Commissioner Nixon. The motion was approved with a 5-0 vote.

ITEM 7 Comments by Board

Commissioner Kingsbury commented that she appreciates Executive Director Nelson and staff's efforts during the current circumstances. Commissioner Babich encouraged PenMet into looking at alternative methods for video conferencing. Commissioner Nixon noted that he wanted to congratulate Kelly Darling, Special Events Coordinator and Ed Lewis, Construction Project Manager on their work anniversaries for PenMet Parks. He also commented on his appreciation of PenMet staff. President Hill also commented on her appreciation of staff and all they are doing at this time.

ITEM 8 Next Board Meetings: Tues. April 7, 2020 (Study and Regular) at City Hall location possibly.

ITEM 9 Executive Session

ITEM 10 Adjournment:

Commissioner Hill adjourned the meeting at 7:26 PM

APPROVED BY THE BOARD ON: _____

President

Clerk

Submitted by: *Stacie Snuffin*



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DISTRICT COMMISSION MEMO

To: District Commissioners

From: Doug Nelson, Executive Director

Date: April 7, 2020

Subject: **Request for Proposal
Community Recreation Center Fundraising Consultant**

Background/Analysis

In December of 2019, the PenMet Park District completed the land purchase with the intent to design and build the PenMet Parks Community Recreation Center (CRC). This facility will further enhance the District's mission to enhance the quality of life in our community. The District is currently advertising for Architectural and Design Services through an RFQ process, and also seeking additional professional services to further advance the project.

At the PenMet Park Board meeting on Tuesday, March 17th, 2020 the Board encouraged staff to further develop a Request for Proposal (RFP) for a Fundraising Consultant. The Board also recommended development of the RFP should occur within the CRC Marketing Committee.

The CRC Marketing Committee reviewed and updated the final draft of the Request for Proposal on Thursday, April 2, 2020.

Recommendation

Staff requests that the Board of Commissioners make a Motion to authorize staff to move forward with the official advertisement of the RFP for the Community Recreation Center Fundraising Consultant.

Motion

I move to authorize staff to move forward with the official advertisement of the RFP for the Community Recreation Center Fundraising Consultant.

Should you have any questions or comments please contact me at 253-858-3408 or via e-mail at Dnelson@PenMetParks.org.



Peninsula Metropolitan Park District

PO Box 425 – Gig Harbor, WA 98335

DISTRICT COMMISSION MEMO

To: District Commission

From: Eric Guenther, Planning & Special Projects Manager

Date: April 7, 2020

Subject: **Approve Agreement for CRC Owner’s Representative**

Background/Analysis

PenMet Parks solicited proposals from an Owner’s Representative to support the design and construction of the community recreation center (CRC) at 2416 14th Ave. NW, the former golf driving range.

The first phase of this agreement is to prepare an application (due 4/19/20) to the Washington State Capital Projects Advisory Review Board (CPARB) to enable PenMet Parks to be approved to use the GCCM procurement process for the development of the CRC, as presented to the Commission at the March 17 meeting.

The second phase of this agreement involves a presentation to the CPARB on May 28., 2020.

The Owner’s Representative will also support PenMet during the selection of the Design Firm and the GC/CM (General Contractor/Construction Manager), including potentially sitting on the selection panels, as part of this agreement.

The Owner’s Representation function associated with the actual design and construction elements of the project will be addressed in a different agreement at a later date.

Recommendation

Staff requests that the Commission approve Resolution R2020-005 authorizing the Executive Director to sign the Professional Services Agreement, in substantially the form attached, with the selected firm to assist with the CPARB approval process, and the selection of CRC Design Firm and GC/CM.

Policy Implications/Support

1. The District has adopted goals including:
 - Developing and Maintaining High Quality Facilities: To build and maintain high quality facilities consistent with community planning.
 - District Funds: To maximize the use of tax revenues by using other resources such as grants, user fees, volunteers, and appropriate professional resources.
2. At their regular meeting on November 19, 2019 the Board of Park Commissioners adopted Resolution 2019-016 Adopting the 2020 Annual Budget which included funding for the Community Recreation Center.

Motion

I move to approve Resolution R2020-005 authorizing the Executive Director to sign the Professional Services Agreement, in substantially the form attached, with the selected firm to assist with the CPARB approval process, and the selection of CRC Design Firm and GC/CM.

Should you have any questions or comments please contact me at the earliest opportunity should additional research be required to provide answers at the meeting: 253-313-5086 or via e-mail at EGuenther@PenMetParks.org.

Peninsula Metropolitan Park District



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 8th day of April, 2020 by and between The PENINSULA METROPOLITAN PARK DISTRICT, a municipal corporation, hereinafter referred to as the "District", and [REDACTED], whose address is [REDACTED], 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 www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp

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 (\$, .00). 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 IN PART 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 \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$1,000,000 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 arbitration in accordance with the arbitration laws of the State of Washington. The prevailing party in any arbitration arising under this contract shall be entitled to reasonable attorney's and expert witness fees. Pierce County shall be the venue of any arbitration.

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,

Doug Nelson, Executive Director

(Signature)

APPROVED AS TO FORM

(Name, Printed

Attorney For the Peninsula Metropolitan
Park District

(Title)

(Address)

(City, State, Zip)

(Phone): _____

SSN: _____

(If self-employed)

Fed Tax No.: _____

L & I Acct. No.: _____

UBI No.: _____

Copy 1: Consultant (Original)

Copy 2: Contract Compliance (Original)

EXHIBIT A

Scope of Services

Draft

The Owner's Representative will provide services for this community recreation center project. The project will involve reviewing and refining the preliminary site plan and conceptual planning (35% completed), and then finalizing a master plan, developing design and contract documents for submission of all necessary permits, bidding (To-Be-Determined), and construction administration. PenMet Parks is considering seeking approval from the State to use a General Contractor Construction Manager (GCCM) contracting procedure (as an alternative to design-bid-build, TBD), and is seeking support for that approval process, as well as serving as the Owner's Representative for the entire project.

PRELIMINARY PROJECT SCOPE OF WORK:

The selected respondent (Owner's Rep) will undertake project tasks including, but not limited to:

- **Agency and Project Approval with Capital Projects Advisory Review Board (CPARB)**
 - Lead the District through preparation of the application (due April 19) and presentation (tentatively, May 28) to the Capital Projects Advisory Review Board.
- **Assist with Selection of Design Team**
 - Assist the District with the evaluation and selection of a Design Firm which will assemble a professional planning and design team that includes a full range of architectural, engineering, and related professional expertise, that is capable of supporting the project from the planning phases through complete design, permitting, bidding (optional), and construction.
- **Assist with Selection of General Contractor/Construction Manager (GCCM)**
 - Assist the District with the evaluation and selection of a GCCM to work with the District and Design Team throughout the project.
- **Support Review of Preliminary Planning To-Date & Refine Conceptual Planning**
 - The Owner's Rep will assist the District and Design Team to conduct the review of existing work and materials outlined in PenMet RFQ 2020.1.
- **Design CRC Building/Renovation Project**
 - The Owner's Rep will assist the District and Design Team to complete a comprehensive master plan for a community recreation center, renovation of the existing structure, and related functions outlined in PenMet RFQ 2020.1.
- **Other Owner's Representative Services**
 - Provide other Owner's Representative services to PenMet Parks as required.
- **Meet with Elected Officials, PenMet Parks Staff, and the Public:**

- Meet and coordinate with PenMet Parks staff to support public meetings and presentations as required.

EXHIBIT B
Fee Structure
Draft

Fee Structure



Peninsula Metropolitan Park District

RESOLUTION NO. R2020-005

A RESOLUTION OF PENMET PARKS AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN AN AGREEMENT FOR AN OWNER'S REPRESENTATIVE FOR THE COMMUNITY RECREATION CENTER PROJECT

WHEREAS, the Peninsula Metropolitan Park District (PenMet Parks) was formed in May 2004 by a vote of the people; and

WHEREAS, RCW 35.61 authorizes and establishes the powers of a metropolitan park district including delivery of parks and recreation services; and

WHEREAS, PenMet Parks issued Requests for Qualifications (RFQ) for a firm to serve as an Owner's Representative on March 27, 2020 for submission by April 6, 2020; and

WHEREAS, PenMet Parks received two formal proposals in response to the RFQ and that the District in the course of its review has determined that the selected proposal meets the standards and conditions established by the District and that the firm is qualified to provide such service to the District; and

WHEREAS, staff negotiated with the selected firm to develop the attached agreement; and

WHEREAS, the District's attorney has reviewed the agreement; NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners that the Executive Director be authorized to sign the agreement with _____ to serve as an Owner's Representative for PenMet Parks on the Community Recreation Center.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on April 7, 2020.

Maryellen Hill, President

Amanda Babich, Clerk

Attest