



Peninsula Metropolitan Park District

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

REGULAR MEETING AGENDA

June 07, 2022, 6:00 PM

Gig Harbor Civic Center - Council Chambers 3510 Grandview Street, Gig Harbor, WA 98335

Call to Order

Commissioner Roll Call:

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

ITEM 1 President's Report

ITEM 2 Executive Director's Report

ITEM 3 Special Presentations

- 3a. [April 2022 Financial Report](#)
- 3b. [2022 Q1 Operating Financial Report](#)
- 3c. Bike Bash Report
- 3d. [Proclamation in Recognition of Ocean5](#)

ITEM 4 Board Committee Reports

- 4a. CIP Committee
- 4b. Finance and Administration Committee
- 4c. Recreation Services Committee
- 4d. Stewardship Committee
- 4e. External Committee Reports

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 May 17, 2022 Study Session Minutes](#)



Peninsula Metropolitan Park District

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

6b. [Approval of the May 17, 2022 Regular Meeting Minutes](#)

6c. [Approval of the May 25, 2022 Special Meeting Minutes](#)

ITEM 7 Consent Agenda

7a. [Resolution C2022-014: Approval of Vouchers](#)

ITEM 8 Unfinished Business: None

ITEM 9 New Business

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

[9.1a Execute a Personal Service Agreement with Community Counseling Service Co., LLC for Capital Campaign Consulting Services](#)

9.2 [Single Reading Resolutions Requiring One Reading for Adoption:](#)

[9.2a Resolution R2022-004 Authorizing the Executive Director to Negotiate and Execute a Memo of Understanding with Kiwanis Club of Gig Harbor](#)

9.3 [Two Reading Resolutions Requiring Two Readings for Adoption:](#)

[9.3a Resolution RR2022-007 Adopting the Amended Policy P40-102: Purchasing / Procurement Policy \(First Reading\)](#)

ITEM 10 Comments by Board

ITEM 11 Next Board Meetings

June 17, 2022 Special Meeting: Property Tour

June 18, 2022 Special Meeting: Board Retreat

June 21, 2022 Study Session at 5:00 pm and Regular Meeting at 6:00 pm at the Gig Harbor Civic Center - Council Chambers 3510 Grandview Street, Gig Harbor, WA 98335

ITEM 12 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.



2022 APRIL FINANCIAL STATUS REVIEW

SHERMAN ENSTROM

DIRECTOR OF FINANCE AND ADMINISTRATION

JUNE 7, 2022

General Fund Revenue

General Fund Revenue	2022 YTD Budget	April Actual	April Actual YTD	Variance	% Earned YTD
Concessions Lease Facilities	900	-	-	-	-
Facility Rental Fee	86,856	1,603	16,186	70,670	18.64%
Housing Rentals/Leases	42,172	5,837	16,260	25,912	38.56%
Investment Interest	45,000	10,793	20,835	24,165	46.30%
Leasehold Excise Tax	6,213	(493)	1,888	4,325	30.39%
Long Term Golf Course Lease	57,000	8,861	16,976	40,024	29.78%
Real and Personal Property Tax	7,825,858	3,033,200	3,668,797	4,157,061	46.88%
Real Estate Excise Tax (REET)	120,000	-	-	120,000	0.00%
Sales Tax	510,000	41,301	176,173	333,827	34.54%
State Leasehold Receipts	-	54	88	(88)	0.00%
Total General Fund Revenue	8,693,999	3,101,156	3,917,203	4,775,896	45.06%

General Fund Operating Expenses By Department

General Fund Operating Expenses By Department	2022 YTD Budget	April Actual	April Actual YTD	Variance	% Spent YTD
Legislative	184,133	5,978	26,090	158,043	14.17%
Executive	483,540	25,798	88,831	394,709	18.37%
Finance & Administration	1,097,334	78,945	280,807	816,527	25.59%
Recreation Services	271,125	18,501	47,611	223,514	17.56%
Maintenance & Operations	1,267,326	118,857	323,270	944,056	25.51%
Park Services	529,155	26,181	109,437	419,718	20.68%
Total General Fund Expenses	3,832,613	274,260	876,046	2,956,567	22.86%

Recreation Revolving Fund

Recreation Revolving Fund Revenues	2022 YTD Budget	April Actual	April Actual YTD	Variance	% Earned YTD
Donations	1,300	500	1,175	125	90.38%
Events Fees	25,208	259	1,611	23,597	6.39%
Facility Rental Fees	75,888	852	2,276	73,612	3.00%
Park & Field Rental Fees	34,178	6,995	27,454	6,724	80.33%
Program Fees - Adaptive Rec	7,845	378	1,505	6,340	19.18%
Program Fees - Adult Programs	14,170	4,668	20,104	(5,934)	141.88%
Program Fees - Camps	124,695	64,365	73,224	51,471	58.72%
Program Fees - Sports & Fitness	313,653	96,343	110,694	202,959	35.29%
Program Fees - Youth Programs	85,664	68,574	93,574	(7,910)	109.23%
Sponsorship	7,300	-	-	7,300	0.00%
Total Recreation Revolving Fund Revenues	689,901	242,934	331,617	358,284	48.07%
Recreation Revolving Fund Expenses	2022 YTD Budget	April Actual	April Actual YTD	Variance	% Spent YTD
Direct Program Cost	1,027,158	75,624	302,014	725,144	29.40%
Total Recreation Revolving Fund Expenses	1,027,158	75,624	302,014	725,144	29.40%

Endowment Fund

Restricted/Unrestricted Endowment Fund Revenues	2022 YTD Budget	April Actual	April Actual YTD	Variance	% Earned YTD
Interest Revenue	600	142	209	391	34.83%
Total Restricted/Unrestricted Endowment Fund Revenues	600	142	209	391	34.83%
Restricted/Unrestricted Endowment Fund Expenses	2022 YTD Budget	April Actual	April Actual YTD	Variance	% Spent YTD
Endowment (Investment Fee)	15	9	12	3	80.00%
Total Restricted/Unrestricted Endowment Fund Expenses	15	9	12	3	80.00%

Equipment Fund

Equipment Replacement Fund Expenses	2022 YTD Budget	April Actual	April Actual YTD	Variance	% Spent YTD
Equipment Replacement	83,275	-	-	83,275	-
Total Equipment Replacement Fund Expenses	83,275	-	-	83,275	-

Debt Service Fund

Debt Service Fund Expenses	2022 YTD Budget	April Actual	April Actual YTD	Variance	% Spent YTD
Debt Services	952,058	-	-	952,058	-
Total Debt Service Fund Expenses	952,058	-	-	952,058	-

QUESTIONS & ANSWERS





2022 FIRST QUARTER FINANCIAL STATUS REVIEW

SHERMAN ENSTROM

DIRECTOR OF FINANCE AND ADMINISTRATION

JUNE 7, 2022

General Fund Revenue

General Fund Revenue	2022 YTD Budget	January Actual	February Actual	March Actual	Q1	% Earned Q1	April Actual	May Forecast	June Forecast	Q2	% Earned Q2
Concessions Lease Facilities	900	-	-	-	-		-	-	500	500	
Facility Rental Fee	86,856	94	10,723	3,766	14,583	16.79%	1,603	2,100	2,100	5,803	6.68%
Housing Rentals/Leases	42,172	1,906	4,065	4,065	10,036	23.80%	5,837	6,200	6,200	18,237	43.24%
Investment Interest	45,000	1,184	2,643	6,215	10,042	22.32%	10,793	1,100	1,100	12,993	28.87%
Leasehold Excise Tax	6,213	1,746	532	522	2,800	45.07%	(493)	530	530	567	9.13%
Long Term Golf Course Lease	57,000	8,115	-	-	8,115	14.24%	8,861	-	-	8,861	15.55%
Real and Personal Property Tax	7,825,858	-	196,431	423,471	619,902	7.92%	3,033,200	325,000	325,000	3,683,200	47.06%
Real Estate Excise Tax (REET)	120,000	15,696	-	-	15,696	13.08%	-	-	-	-	
Sales Tax	510,000	44,671	49,210	40,990	134,871	26.45%	41,301	41,000	41,000	123,301	24.18%
State Leasehold Receipts	-	44,672	-	5,304	49,976		54	5,300	5,300	10,654	
Total General Fund Revenue	8,693,999	118,084	263,603	484,333	866,020	9.96%	3,101,156	381,230	381,730	3,864,116	44.45%

General Fund Operating Expenses By Department

General Fund Operating Expenses By Department	2022 YTD Budget	January Actual	February Actual	March Actual	Q1	% Spent Q1	April Actual	May Forecast	June Forecast	Q2	% Spent Q2
Legislative	184,133	6,590	7,557	5,964	20,111	10.92%	5,978	6,200	6,200	18,378	9.98%
Executive	483,540	23,091	16,775	23,166	63,032	13.04%	25,798	26,000	26,000	77,798	16.09%
Finance & Administration	1,097,334	47,346	70,035	84,481	201,862	18.40%	78,945	79,000	79,000	236,945	21.59%
Recreation Services	271,125	9,302	9,904	9,904	29,110	10.74%	18,501	19,000	19,000	56,501	20.84%
Maintenance & Operations	1,267,326	58,942	59,195	86,455	204,592	16.14%	118,857	175,000	175,000	468,857	37.00%
Park Services	529,155	23,784	30,051	29,421	83,256	15.73%	26,181	30,000	30,000	86,181	16.29%
Total General Fund Expenses	3,832,613	169,055	193,518	239,391	601,964	15.71%	274,260	335,200	335,200	944,660	24.65%

Recreation Revolving Fund

Recreation Revolving Fund Revenues	2022 YTD	January	February	March	Q1	% Earned	April	May	June	Q2	% Earned
	Budget	Actual	Actual	Actual		Q1	Actual	Forecast	Forecast		Q2
Donations	1,300	-	675	-	675	51.92%	500	-	-	500	38.46%
Events Fees	25,208	-	1,427	-	1,427	5.66%	259	5,000	-	5,259	20.86%
Facility Rental Fees	75,888	557	657	209	1,423	1.88%	852	750	800	2,402	3.17%
Park & Field Rental Fees	34,178	481	7,026	12,953	20,460	59.86%	6,995	7,500	8,200	22,695	66.40%
Program Fees - Adaptive Rec	7,845	-	411	716	1,127	14.37%	378	420	420	1,218	15.53%
Program Fees - Adult Programs	14,170	9,291	1,966	4,179	15,436	108.93%	4,668	1,500	1,500	7,668	54.11%
Program Fees - Camps	124,695	32	0	8,826	8,858	7.10%	64,365	23,000	30,000	117,365	94.12%
Program Fees - Sports & Fitness	313,653	2,142	(13,050)	25,259	14,351	4.58%	96,343	35,000	40,000	171,343	54.63%
Program Fees - Youth Programs	85,664	6,690	(573)	18,883	25,000	29.18%	68,574	26,000	27,000	121,574	141.92%
Sponsorship	7,300	-	-	-	-		-	1,000	-	1,000	13.70%
Total Recreation Revolving Fund Revenues	689,901	19,193	(1,460)	71,025	88,758	12.87%	242,934	100,170	107,920	451,024	65.38%
Recreation Revolving Fund Expenses	2022 YTD	January	February	March	Q1	% Spent	April	May	June	Q2	% Spent
	Budget	Actual	Actual	Actual		Q1	Actual	Forecast	Forecast		Q2
Direct Program Cost	1,027,158	88,151	84,014	54,224	226,389	22.04%	75,624	75,000	85,000	235,624	22.94%
Total Recreation Revolving Fund Expenses	1,027,158	88,151	84,014	54,224	226,389	22.04%	75,624	75,000	85,000	235,624	22.94%

Endowment Fund

Restricted/Unrestricted Endowment Fund Revenues	2022 YTD	January	February	March	Q1	% Earned Q1	April	May	June	Q2	% Earned Q2
	Budget	Actual	Actual	Actual			Actual	Forecast	Forecast		
Interest Revenue	600	32	35	-	67	11.13%	142	110	110	362	60.33%
Total Restricted/Unrestricted Endowment Fund Revenues	600	32	35	-	67	11.13%	142	110	110	362	60.33%
Restricted/Unrestricted Endowment Fund Expenses	2022 YTD	January	February	March	Q1	% Spent Q1	April	May	June	Q2	% Spent Q2
	Budget	Actual	Actual	Actual			Actual	Forecast	Forecast		
Endowment (Investment Fee)	15	2	2	-	4	26.67%	9	5	5	19	126.67%
Total Restricted/Unrestricted Endowment Fund Expenses	15	2	2	-	4	26.67%	9	5	5	19	126.67%

Equipment Fund

Equipment Replacement Fund Expenses	2022 YTD Budget	January Actual	February Actual	March Actual	Q1	% Spent Q1	April Actual	May Forecast	June Forecast	Q2	% Spent Q2
Equipment Replacement	83,275	-	-	-	-		-	-	-	-	
Total Equipment Replacement Fund Expenses	83,275	-	-	-	-		-	-	-	-	

Debt Service Fund

Debt Service Fund Expenses	2022 YTD	January	February	March	Q1	% Spent	April	May	June	Q2	% Spent
	Budget	Actual	Actual	Actual		Q1	Actual	Forecast	Forecast		Q2
Debt Services	952,058	-	-	-	-		-	-	-	-	
Total Debt Service Fund Expenses	952,058	-	-	-	-		-	-	-	-	

QUESTIONS & ANSWERS





Peninsula Metropolitan Park District

PROCLAMATION IN RECOGNITION OF OCEAN5

WHEREAS, the mission of PenMet Parks is to enhance the quality of life by providing parks and recreation opportunities for our community; and

WHEREAS, PenMet Parks' Comprehensive Parks, Recreation, and Open Space Plan adopted in 2018 identifies certain strategic goals that include crafting partnerships; and

WHEREAS, community partnerships enhance the parks and recreation opportunities PenMet Parks provides for our community; and

WHEREAS, Ocean5 values team and community, and Ocean5 and Table 47 are proud to be part of the South Sound community and support our local area; and

WHEREAS, Ocean5 has demonstrated exemplary leadership in its actions in support of our community; and

WHEREAS, Ocean5's significant contributions to PenMet Parks' Mother Son Dance: Under the Sea! and Father Daughter Dance: Under the Sea! directly benefited our community by providing a special atmosphere, excellent service, and memorable activities; and

WHEREAS, the generous sponsorship provided by Ocean5 was essential to the success of the special events;

NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners of the Peninsula Metropolitan Park District that Ocean5 is hereby recognized for its meaningful contributions to PenMet Parks and our community.

The foregoing proclamation was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on June 7, 2022.

President

Clerk

Attest



Peninsula Metropolitan Park District

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

DRAFT - STUDY SESSION MINUTES

May 17, 2022, 5:00 PM

Gig Harbor Civic Center - Council Chambers 3510 Grandview Street, Gig Harbor, WA 98335

Call to Order 5:02 pm

Commissioner Roll Call:

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

ITEM 1 Board Discussion: Policy P40-102: Purchasing / Procurement Policy

Discussion facilitation by Finance and Administration Director, Sherman Enstrom

- **Review updated draft amended policy P40-102 section by section**
 - **Updates to policy are for operational efficiency**
 - **Overview of each section**
 - **Delegated authority discussion**
 - **Procurement and bid process overview and discussion**
- **Updating purchasing procedure outline to reinforce policy**
 - **Procedure is currently being drafted**

Comments/Questions

- **Would an increase to Director Authority acceptable? Committee was favorable for operational efficiency.**
- **Public works project definition clarification**

ITEM 2 Adjournment at 5:50 pm

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.



Peninsula Metropolitan Park District

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

DRAFT - REGULAR MEETING MINUTES

May 17, 2022, 6:00 PM

Gig Harbor Civic Center - Council Chambers 3510 Grandview Street, Gig Harbor, WA 98335

Call to Order 6:00 pm

Commissioner Roll Call:

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

ITEM 1 President's Report

ITEM 2 Executive Director's Report

Updates:

1. May 21, 2022 Bike Bash Reminder
2. Recreation Services Director, Jeff Ozimek to start May 26, 2022
3. Memorial Day – Labor Day Operations coverage including Tacoma DeMolay Sandspit.
4. Engagement Phase of Strategic Plan is Starting including, Social Pinpoint, Focus Groups, Community Meeting.
5. State Auditor Office findings update for 2019-2020 and suggested corrective actions for appropriate controls.

ITEM 3 Special Presentations

3a. Mother/Son and Father/Daughter Dance Report

PowerPoint Presentation by Recreation Services Manager, Matthew Kerns

May 6 & May 7, 4 Sessions

- Ocean5 Sponsorship was a great venue and partner for this event.
- Sign Gypsies donated signage
- Data results
- Survey results
- Event activities overview

ITEM 4 Board Committee Reports

4a. CIP Committee

Met on 5/12/2022 and discussed:

- Discussed CRC Bids



Peninsula Metropolitan Park District

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

- Discussed Demolition Bids

4b. Finance and Administration Committee

Met on 5/10/2022 and discussed:

- Conducted Exit Interview with State Auditor's Team

4c. Recreation Services Committee

- The Rec Services Committee has not met since the last meeting.

4d. Stewardship Committee

Met on 5/9/2022 and discussed:

- CRC Capital Campaign
- Considerations for other process possibilities

4e. External Committee Report: None

ITEM 5 Public Comments: None

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 May 3, 2022 Study Session Minutes

6b. Approval of the May 3, 2022 Regular Meeting Minutes

6c. Approval of the May 11, 2022 Special Meeting Minutes

6d. Approval of the March 16, 2022 Special Meeting Minutes

6e. Approval of the December 11, 2020 Special Meeting Minutes

Motion was moved to adopt the minutes as presented;

Motion was seconded;

Roll Call Vote: Motion approved unanimously, motion carries.

ITEM 7 Consent Agenda

7a. Resolution C2022-012: Approval of Vouchers

Motion was moved to accept consent agenda presented;

Motion was seconded;

Roll Call Vote: Motion approved unanimously, motion carries.

ITEM 8 Unfinished Business: None

ITEM 9 New Business

9.1 Purchasing Resolutions Requiring One Reading for Adoption:



Peninsula Metropolitan Park District

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

9.1a Resolution P2022-008: Authorizing Executive Director to Execute a Construction Contract with Woodland and Increase the Demolition Project Budget to \$112,255

Motion was moved to accept resolution presented;

Motion was seconded;

Roll Call Vote: Motion approved unanimously, motion carries.

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: None

ITEM 11 Next Board Meeting

June 7, 2022 Study Session at 5:00 pm and Regular Meeting at 6:00 pm at the Gig Harbor Civic Center - Council Chambers 3510 Grandview Street, Gig Harbor, WA 98335

ITEM 12 Executive Session: 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).

Entered Executive Session at 6:39 PM

ITEM 13 Adjournment 7:00 PM

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.



Peninsula Metropolitan Park District

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

DRAFT - SPECIAL MEETING MINUTES

May 25, 2022, 5:00 PM

Zoom Webinar

Call to Order 5:05 PM

Commissioner Roll Call:

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

ITEM 1 Consent Agenda

1a. Resolution C2022-013 Rejecting All Bids Received for Community Recreation Center Phase 1

Motion was moved to accept consent agenda presented;
Motion was seconded;
Roll Call Vote: Motion approved unanimously, motion carries.

ITEM 2 New Business – Purchasing Resolutions Requiring One Reading for Adoption

2a. Resolution P2022-009 Authorizing the Executive Director to Sign the Agreement for On-Site Management Services

Staff Presentation of Memo and Resolution by Director of Parks Services, Denis Ryan.

Board Comment: Initiated contracted service 2017 to mitigate parking issues during peak season. This resolution allows us to be good neighbors and mitigate usage issues that impact the neighborhood within our control.

Board Question: Since closing the gates at the fishing pier is something we have not done in the past, does the contract include responding to calls about concerns while the contracted services are there. Staff answer: Depends on the situation and we are working to also have our after hours number posted at all of our parks.

Motion was moved to accept resolution presented;
Motion was seconded;
Roll Call Vote: Motion approved unanimously, motion carries.

2b. Resolution P2022-010 Authorizing the Executive Director to Execute Change Order #02 for the Arletta Schoolhouse Renovation



Peninsula Metropolitan Park District

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

Staff Presentation of Memo and Resolution by Director of Parks Services,
 Denis Ryan

- There will be a change order number 3 anticipated after pricing information has been completed.

Board Comment: More review of the project budget. Consideration of future allocations for this park to enhance the project while a contractor is on site. This park has the potential to be an income generator and the community will also benefit from better accessories and accessibility.

Motion was moved to accept resolution presented;

Motion was seconded;

Roll Call Vote: Motion approved unanimously, motion carries.

ITEM 3 Adjournment 5:36 PM

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.



Peninsula Metropolitan Park District

RESOLUTION NO. C2022-014

APPROVING VOUCHERS FROM MAY/JUNE 2022

WHEREAS, the Peninsula Metropolitan Park District Board of Park Commissioners approved the 2022 operating budget in Resolution R2021-032 and the 2022 capital budget in Resolution R2021-029 on November 16, 2021; 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 June 7, 2022.

President

Clerk

Attest

Attachment A to Resolution C2022-014

For the period beginning 05/24/2022 and ending 05/24/2022

Voucher # 220504001 through # 220504042 are approved for payment in the amount of \$119,367.78.

And

For the period beginning 06/03/2022 and ending 06/03/2022

Voucher # 220601001 through # 220601025 are approved for payment in the amount of \$59,526.45.



Peninsula Metropolitan Park District

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

DISTRICT COMMISSION MEMO

To: Board of Park Commissioners

From: Ally Bujacich, Executive Director

Date: June 7, 2022

Subject: **Resolution P2022-011 Authorizing the Executive Director to Execute a Personal Services Agreement with Community Counselling Service Co., LLC, for Capital Campaign Consulting Services**

Background/Analysis

On December 7, 2021 the Board passed Resolution R2021-036 approving a total project budget of \$31.6 million for the planned Community Recreation Center (CRC). The funding model includes a capital campaign to support a portion of the design and construction of the CRC. The District completed a feasibility study in March 2021 that affirmed the viability of a capital campaign to support this project.

Staff issued a Request for Proposals for campaign consulting services (RFP 2021.04) on December 14, 2021 with submittals due on January 25, 2022. A proposal extension was issued on February 8, 2022 with a revised submission due date of February 15, 2022. The District received submittals from four responsive firms. A selection committee was formed to evaluate the proposals and identified Community Counselling Service Co., LLC (CCS) as the most qualified firm. Staff subsequently negotiated a contract with CCS.

The scope of work broadly includes developing a campaign plan, then initiating and managing the capital campaign. The scope includes five months of comprehensive campaign planning, initiation, and management, with specific anticipated deliverables identified each month.

It is unlikely the campaign will be complete within five months, and the scope of work anticipates transitioning campaign management to PenMet Parks at the conclusion of that time period. The final timeframe and staffing resources required to support the campaign will be identified as the campaign plan is developed. Any shifts in the timing or staffing that reduces or expands the services required to be performed by CCS in order to deliver a successful campaign would require a contract amendment.

The District is considering further developing the way it stewards community engagement, including philanthropic support. Work completed during the campaign will create a framework that the District can sustain and build upon in the future to support its stewardship and

philanthropic priorities. District leadership training and development is a key component of the project.

Policy Implications/Support

1. Board Policy P10-101 states, in part, that the Peninsula Metropolitan Park District is accountable to its citizens for its use of public dollars.
2. The Board passed Resolution R2021-036 approving a total project budget of \$31.6 million for the CRC, which includes support from a capital campaign.

Staff Recommendation

Staff recommends the Board pass Resolution P2022-011 authorizing the Executive Director to execute the personal services agreement with Community Counselling Service Co., LLC for capital campaign consulting services in the amount of not more than \$187,500 plus applicable Washington State Sales Tax.

Committee Recommendation

This action was reviewed by the Stewardship Committee at its May 25, 2022 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 Ally Bujacich at (253) 858-3408 or via e-mail at executivedirector@penmetparks.org.

Attachments:

Exhibit A: Resolution P2022-011



Peninsula Metropolitan Park District

RESOLUTION NO. P2022-011

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH COMMUNITY COUNSELLING SERVICE CO., LLC FOR CAPITAL CAMPAIGN CONSULTING SERVICES

WHEREAS, the Peninsula Metropolitan Park District Board of Park Commissioners approved Resolution R2021-036 adopting the project budget for the Community Recreation Center which included funding from a capital campaign; and

WHEREAS, PenMet Parks completed a feasibility study in 2021 that affirmed the viability of a capital campaign to support the Community Recreation Center project; and

WHEREAS, District staff followed Policy P40-102: Purchasing Policy to procure a capital campaign consultant using a Request for Proposal process; and

WHEREAS, CCS Fundraising was identified as the most qualified firm; and

WHEREAS, District staff negotiated a contract with Community Counselling Service Co., LLC to develop the scope of work included in the contract attached as Exhibit "A" for an amount of one hundred eighty-seven thousand five hundred dollars (\$187,500) for a term of five (5) months;

NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners that the Executive Director be authorized to sign the personal services contract with Community Counselling Service Co., LLC for capital campaign consulting services in the amount of one hundred eighty-seven thousand five hundred dollars (\$187,500), excluding applicable Washington State Sales Tax, 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 June 7, 2022.

President

Clerk

Attest

Peninsula Metropolitan Park District



PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of June, 2022 by and between The PENINSULA METROPOLITAN PARK DISTRICT, a municipal corporation, hereinafter referred to as the "District", and, **Community Counselling Service Co., LLC**, whose address is 500 Yale Avenue North, Seattle, WA 98109, hereinafter referred to as the "Consultant". The District and the Consultant are sometimes singularly referred to as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Consultant represents it is qualified to provide the services described in paragraph 2 herein and Exhibit A 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 specified 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 one hundred eighty-seven thousand five hundred dollars (\$187,500.00) in equal monthly payments of \$37,400.00 for a period of five (5) months. It is acknowledged by PenMet Parks and the Consultant that a successful campaign is unlikely to be completed within five (5) months and a contract amendment may be required to expand or reduce the scope of services and the fee dependent upon when the final campaign and staffing plan are completed.** 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. Payment terms are net 30 days after receipt of invoice.

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 (1) 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 (2) the fulfillment or accomplishment of the purpose of this Agreement has in the judgment of the District become impossible or impractical for whatever reason. If the termination is based on (1), in the written notice to the Consultant, the District will specify the nature of the breach and the steps necessary to cure the breach. The Consultant shall then have seven (7) business days from the date it receives the notice to cure the breach. If the breach is cured within seven (7) business days, the Agreement will not terminate. If the breach is not cured within seven (7) business days, but in the District's sole discretion the Consultant is taking all reasonable measures to cure the breach, the District may allow additional time to cure and in that event the District will specify how much additional time the Consultant has to cure. Otherwise, the Agreement will terminate.

(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. To the fullest extent permitted by law and subject to the following conditions, each Party shall indemnify and hold harmless the other Party, its board members, officials, employees, consultants, and the employees, successors, and assigns of them, and their respective directors, officers, and employees ("Indemnified Parties") from and against all actions related to such Party's negligent acts or errors, causes of action, liabilities, suits, judgments, liens, awards, and damages, or any kind and nature whatsoever, for property damage, personal injury or death (including but not limited to, injury to or death of employees of the other Party or any sub-consultant of the other Party) and expenses, costs of litigation and attorneys' fees related thereto, or incident to establishing the right to indemnification, arising out of or in any way related to this Agreement, the performance thereof by such Party, its directors, officers, employees, agents, sub-consultants or subcontractors (collectively, "Indemnifying Entities"), including but not limited to the provision of services, personnel, facilities, equipment, support, supervision, or review. The foregoing defense, indemnity and hold harmless obligations shall apply only to the extent of the negligence or wrongful conduct of Indemnifying Entities, shall not apply to the extent of the concurrent negligence or wrongful conduct of the Indemnified Parties, and shall not apply in the case of the sole negligence of the Indemnified Parties.

B. Each Party shall indemnify and hold harmless the Indemnified Parties from and against all actions, causes, of action, liabilities, claims, liens, suits, judgments, awards and damages, of any kind and nature whatsoever, and expenses and costs of litigation and attorneys' fees related thereto, or incident to establishing the right to indemnification, to the extent arising from and attributable to or in any way related to Indemnifying Entities' failure to perform any of their obligations under this Agreement.

C. Each Party expressly waives any immunity under industrial insurance as to the other Party, its successors and assigns, whether arising from Title 51 of the Revised Code of Washington or any other statute or source, to the extent of the indemnity set forth in this Section 8. CONSULTANT AND THE DISTRICT EXPRESSLY AGREE THAT EACH HAS READ AND REVIEWED THIS SECTION, THAT THIS SECTION HAS BEEN THE SUBJECT OF NEGOTIATION BETWEEN THE PARTIES, AND THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS THEREOF.

D. Each Party shall require each of its consultants and sub-contractors to provide an indemnity, enforceable by and for the benefit of the Indemnified Parties, to the same extent required of each Party under this Section 8.

E. Consultant and the District agree that the indemnities set forth in this Section 8 shall survive and shall be enforceable beyond the termination or completion 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. Except as otherwise provided herein, 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. **RESTRICTION ON HIRING**

The District acknowledges that Consultant recruits and trains its employees and that such employees have knowledge of confidential Consultant information as well as strategies, ideas and methods related to fundraising developed by Consultant. During the term of this Agreement and for a period of one year after its termination or expiration, THE DISTRICT shall not offer employment to any of Consultant's employees who performed services under this Agreement. The parties agree that the amount of actual damages that would be suffered by CONSULTANT in the event of a breach of the covenant in this Section 12 are impossible to measure with accuracy. Therefore if Consultant believes the District has breached this covenant, (i) Consultant will provide written notice to the District, and (ii) if the District elects to offer employment to Consultant's employee who performed services under this Agreement and that employee accepts such offer of employment, the District agrees to pay within sixty (60) days after the hire date and assuming the employee remains employed with the District after 60 days, to pay as liquidated damages a sum equivalent to 50% of the annual compensation offered to and accepted by the personnel. The parties acknowledge and agree that the restrictions contained in this section are reasonable and valid in geographical and temporal scope and in all other respects and that the agreed-upon amount of liquidated damages is reasonable under the circumstances and does not constitute a penalty.

13. 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.

14. Notices. Any and all notices affecting or relative to this Agreement shall be effective if in writing and delivered or mailed, postage and fees prepaid, or sent via electronic mail (e-mail) 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.

15. 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.

16. 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.

17. 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.

18. 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.

Signature Page and Exhibit A Follows

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:

Ally Bujacich, Executive Director
PO Box 425
Gig Harbor, WA 98335
Phone: 253-858-3400
Email: abujacich@penmetparks.org

Fed Tax No.:

L & I Acct. No.: _____

APPROVED AS TO FORM

UBI No.:

Attorney For the Peninsula Metropolitan Park District

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

EXHIBIT A
Scope of Services

The Consultant shall provide capital campaign planning and campaign counseling services related to PenMet Parks' Community Recreation Center (CRC) project to be located at 2416 14th Ave. NW, Gig Harbor, WA 98335. The Consultant's primary responsibility will be to plan and manage the capital campaign to support the development of the CRC and by using the Consultant's skill, knowledge, and experience, comply with PenMet Parks' goals for the successful planning, implementation, and completion of that capital campaign and also establishing a charitable foundation to support enhancing park and recreation opportunities for our community at the conclusion of the campaign.

The Consultant's services shall begin _____. It is recognized by both Parties that a successful campaign will likely not be completed within the five months covered by this Agreement.

Katlyn Torgerson, Consultant's Senior Vice President, will serve as the account executive. Consultant will provide an employee to work with Katlyn Torgerson to provide the services specified herein. The Consultant's employee will operate as a full-time Campaign Director to this project for the duration of this Agreement.

PenMet Parks acknowledges that there may be circumstances under which Consultant must reassign its employee. However, any employee assigned to work on this project will be subject to the approval of PenMet Parks. If PenMet Parks is not satisfied with any assigned employee, Consultant shall remove and replace that employee with someone reasonably satisfactory to PenMet Parks.

Consultant's employee will be entitled to one-week of vacation for every six months worked on this project (pro-rated after six months). Consultant's employee will also receive the same paid holidays as full-time regular PenMet Parks employees and personal time not to exceed a total of three days for every six months worked on this project; such days/times must be approved by PenMet Parks. If these limits are exceeded, Consultant will extend its employee's assignment at no cost to PenMet Parks for a period equal to the number of days extended.

The scope of services in this Agreement assumes management of the capital campaign will transition to a PenMet Parks employee at the conclusion of the five-month period covered by this Agreement. By the first day of month five of this Agreement, PenMet Parks will advise the Consultant whether a District employee will assume responsibility to manage some or all of the capital campaign and to establish a charitable foundation, or if the Consultant should continue to perform capital campaign management services through an embedded Capital Campaign Director employed directly by the Consultant. If the Agreement is extended or if the staffing plan is modified, a contract amendment will be required.

The Consultant's services will be billed on a fixed-fee basis of \$37,500 per month for the five months covered under this Agreement. If the final capital campaign goal amount is increased or decreased, the monthly fixed fee amount will not change. The monthly fee will be billed on a pro-rata basis if a partial month of services is provided, if the scope of services is completed or if the Agreement is terminated.

The Consultant will submit a monthly written report and update to PenMet Parks that summarizes the status of the key deliverables listed below.

Consultant's primary services:

The immediate primary services of the Consultant are listed below. The timeframes associated with each deliverable are estimated. PenMet Parks and the Consultant will work collaboratively to identify revised mutually agreeable deliverable dates if necessary to accommodate the capital campaign plan and the staffing plan that will be developed as part of the scope of work.

Month 1: Complete Campaign Planning Activities

1. Review existing capital campaign materials, study results, case materials, prospect list, and plans.
2. Review the CRC project requirements and the capacity to develop an updated capital campaign goal.
3. Develop an updated capital campaign plan that includes:
 - a. Overall strategy and approach.
 - b. Phases, timelines, and benchmarks.
 - c. Staffing and leadership requirements, including structures, requirements, and job descriptions.
 - d. Table of Gifts and initial gap analysis.
 - e. Prospect engagement plan, including moves management process and overall prospect strategies.
 - f. Required case updates and related materials.
 - g. Required infrastructure, systems, and policies.
 - h. Required resources, including detailed budget.
4. Develop a work plan with weekly detail for the first six months, and monthly activity thereafter.
5. Evaluate and recommend donor database software suitable to meet the needs of PenMet Parks for the next 5-10 years. PenMet Parks is responsible for purchasing the database software.
6. Present the updated capital campaign plan to the Board of Park Commissioners.
7. Begin to develop and operationalize the overall capital campaign infrastructure, including prospect management, leadership organization, gift acceptance policies, recognition plans, etc.

Month 2: Operationalize the Campaign

1. Gather information required to update and further build out the campaign case for support.
2. Draft key prospect-facing communications tools, such as a campaign brochure, a cultivation view book, a donor briefing guide, a customizable proposal template, a pledge form, and donor thank you letter template.
3. Develop fundraising training materials for PenMet Parks leadership.
4. Develop full top prospect matrix and begin to conduct research and detail approach strategies for the top 10-25 prospects.
5. Begin implementing and managing the selected donor database software in partnership with an appointed coordinator from PenMet Parks.
6. Ensure the campaign plan and operationalization take into consideration the potential plan for PenMet to establish a dedicated non-profit foundation.
7. Develop a job description for a PenMet Parks' Development Director and/or other position(s) required to successfully complete the campaign.
8. Present updates to the Board of Park Commissioners as needed.

Month 3: Begin Campaign Activity

1. Complete materials creation.
2. Identify and recruit campaign leaders.
3. Begin engaging top prospects through briefing and solicitation meetings.
4. Manage the day-to-day campaign activities, including but not limited to:

- a. Coordinate and staff campaign leaders and committee meetings.
 - b. Track benchmarks and timeline.
 - c. Manage the prospect matrix.
 - d. Drive all prospect activity.
 - e. Join leadership on donor visits as appropriate.
 - f. Conduct prospect research.
 - g. Customize prospect visit materials and gift request proposals.
 - h. Coordinate gift acceptance, acknowledgement, and stewardship.
 - i. Update the donor database software.
5. Advise PenMet Parks as it recruits a Development Director and/or other position(s) required to successfully complete the campaign and/or establish a foundation. Review applicant materials and participate in a reasonable number of finalist interviews as requested by PenMet Parks.
 6. Present updates to the Board of Park Commissioners as needed.

Month 4: Continue Campaign Activity and Begin Staff Transition

1. Convene and train campaign leaders on the tools and skills necessary to complete their work.
2. Continue engaging top prospects through briefing and solicitation meetings.
3. Continue managing the day-to-day campaign activities, including but not limited to:
 - a. Coordinate and staff campaign leaders and committee meetings.
 - b. Track benchmarks and timeline.
 - c. Manage the prospect matrix.
 - d. Drive all prospect activity.
 - e. Join leadership on donor visits as appropriate.
 - f. Conduct prospect research.
 - g. Customize prospect visit materials and gift request proposals.
 - h. Coordinate gift acceptance, acknowledgement, and stewardship.
 - i. Update the donor database software.
4. Begin training and engaging PenMet Parks employee(s) to facilitate a smooth transition of campaign management and data from Consultant to PenMet Parks.
5. Present updates to the Board of Park Commissioners as needed.

Month 5: Continue Campaign Activity and Complete Staff Transition

1. Confirm staffing plan and the timeframe to transition campaign management.
2. Continue engaging top prospects through briefing and solicitation meetings.
3. Continue managing the day-to-day campaign activities, including but not limited to:
 - a. Coordinate and staff campaign leaders and committee meetings.
 - b. Track benchmarks and timeline.
 - c. Manage the prospect matrix.
 - d. Drive all prospect activity.
 - e. Join leadership on donor visits as appropriate.
 - f. Conduct prospect research.
 - g. Customize prospect visit materials and gift request proposals.
 - h. Coordinate gift acceptance, acknowledgement, and stewardship.
 - i. Update the donor database software.
4. Develop a continuation memo for immediate campaign activity as campaign management transitions from Consultant to PenMet Parks.
5. Complete training and engagement of PenMet Parks employee(s) to ensure a smooth transition of campaign management and data.
6. Provide written procedures necessary for ongoing campaign management.
7. Present updates to the Board of Park Commissioners as needed.

PenMet Parks Responsibilities

PenMet Parks shall:

- Review, approve and support the fundraising plan, strategies, timetable, and materials.
- Meet regularly with Consultant at times, locations, and frequency that are mutually acceptable to both Parties.
- Provide clerical assistance in obtaining the appropriate records and reports that PenMet Parks may possess.
- Provide appropriate staffing and budgetary resources for the fundraising program as provided in the approved campaign plan.
- Provide a PenMet Parks representative to attend presentations for support, recruiting volunteer leadership, and soliciting gifts and pledges.
- Receive, deposit, process, audit and report pledged funds and gifts. PenMet Parks may engage a fiscal sponsor to perform some or all of these duties.
- Have control of and approve the content and frequency of each and every solicitation.

Out of Scope Services

Although the scope of work is intended to provide a comprehensive set of services that is required to develop and initiate a successful capital campaign, any work requested by PenMet Parks which materially falls outside the scope of work above may result in an additional cost over and above the professional service fee stated in this Agreement. No such out-of-scope work shall be undertaken or subject to an additional cost unless the Parties mutually agree upon the additional services and additional cost, in writing.



Peninsula Metropolitan Park District

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

DISTRICT COMMISSION MEMO

To: Board of Park Commissioners
From: Ally Bujacich, Executive Director
Date: June 7, 2022
Subject: **Resolution R2022-004 Authorizing the Executive Director to Negotiate and Execute a Memorandum of Understanding with Kiwanis Club of Gig Harbor**

Background/Analysis

The Board of Park Commissioners passed Resolution R2018-004 on February 20, 2018 adopting the District’s Comprehensive Parks, Recreation, and Open Space (PROS) Plan. The adopted plan identifies crafting partnerships as one of the District’s eight strategic goals. The plan also prioritizes partnering with local volunteer organizations to consolidate efforts and focus volunteer programs in the areas of greatest need, and developing and sustaining partnerships with non-profit and private organizations.

Kiwanis Club of Gig Harbor (Kiwanis) is a non-profit service organization that provides service, civic leadership, and community outreach to our community. Kiwanis is part of a global organization of volunteers dedicated to improving the world one child and one community at a time.

The missions of PenMet Parks and Kiwanis share a focus on providing community services, and the two organizations have demonstrated the ability to increase the benefit to the community by partnering. For example, in 2021 and 2022 PenMet Parks has managed several community special events with suggested food donations in lieu of paid admission. Kiwanis organized and managed the food drives at those special events. That collaboration resulted in hundreds of pounds of food donated to local organizations.

The Memorandum of Understanding (MOU) with Kiwanis formalizes the partnership between PenMet Parks and Kiwanis and defines the terms under which the parties will collaborate to benefit the public, and defines the specific responsibilities of each party. The purpose of the MOU is consistent with the strategic goal identified in the PROS Plan. The MOU is not intended to encompass all circumstances, and special conditions or events may require a separate agreement.

Policy Implications/Support

1. The District's Comprehensive Parks, Recreation, and Open Space Plan adopted in 2018 identifies certain strategic goals, including crafting partnerships, and certain objectives including partnering with local volunteer organizations to consolidate efforts and focus volunteer programs in the areas of greatest need, and developing and sustaining partnerships with non-profit and private organizations.

Staff Recommendation

Staff recommends the Board pass Resolution R2022-004 authorizing the Executive Director to execute the memorandum of understanding with Kiwanis Club of Gig Harbor.

Committee Recommendation

This action was reviewed by the Stewardship Committee at its May 25, 2022 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 Ally Bujacich at (253) 858-3408 or via e-mail at executivedirector@penmetparks.org.

Attachments:

Exhibit A: Resolution R2022-004



Peninsula Metropolitan Park District

RESOLUTION NO. R2022-004

AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH KIWANIS CLUB OF GIG HARBOR

WHEREAS, the mission of Peninsula Metropolitan Park District is to enhance the quality of life by providing parks and recreation opportunities for our community; and

WHEREAS, the Board of Park Commissioners approved Resolution R2018-014 adopting the District's Parks, Recreation and Open Space (PROS) Plan; and

WHEREAS, the PROS Plan identifies certain strategic goals that includes crafting partnerships with non-profit and private volunteer organizations to consolidate efforts and provide programs with a focus on our community's greatest needs; and

WHEREAS, PenMet Parks relies on community engagement and volunteerism to enhance the park and recreation opportunities it provides; and

WHEREAS, Kiwanis Club of Gig Harbor is a qualified 501(c)(4) non-profit organization that has been providing services and civic, leadership, and community outreach to our community for many years; and

WHEREAS, Kiwanis is part of a global organization of volunteers dedicated to improving the world one child and one community at a time; and

WHEREAS, PenMet Parks and Kiwanis recognize our growing community needs more park and recreation opportunities; and

WHEREAS, PenMet Parks and Kiwanis further recognize that a collaborative relationship would enhance the services each organization currently provides to the community through increased efficiency; and

WHEREAS, a Memorandum of Understanding between PenMet Parks and Kiwanis benefits the community by formalizing the partnership and establishing the respective responsibilities of the parties;

NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners that the Executive Director is authorized to negotiate any remaining terms and execute the Memorandum of Understanding with the Kiwanis Club of Gig Harbor in substantially the form attached as Exhibit "A".

Resolution R2022-004

This foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on June 7, 2022.

President

Clerk

Attest

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
PENINSULA METROPOLITAN PARK DISTRICT
AND
KIWANIS CLUB OF GIG HARBOR**

This Memorandum of Understanding (MOU) is dated June _____, 2022 (for reference purposes only) and is by and between the Peninsula Metropolitan Park District, a Washington municipal corporation (PenMet Parks) and the Kiwanis Club of Gig Harbor, a 501(c)(4) Washington nonprofit corporation (Kiwanis). PenMet Parks and Kiwanis are sometimes referred to collectively as the “Parties.”

RECITALS

WHEREAS, the mission of the Peninsula Metropolitan Park District is to enhance the quality of life by providing parks and recreation opportunities for our community; and

WHEREAS, PenMet Parks’ Comprehensive Parks, Recreation and Open Space Plan adopted in 2018 identifies certain strategic goals that include crafting partnerships with non-profit and private volunteer organizations to consolidate efforts and provide programs with a focus on our community’s greatest needs; and

WHEREAS, PenMet Parks relies on community engagement and volunteerism to enhance the park and recreation opportunities it provides; and

WHEREAS, Kiwanis is a qualified 501(c)(4) non-profit organization that has been providing services and civic, leadership, and community outreach to our community for many years; and

WHEREAS, Kiwanis is part of a global organization of volunteers dedicated to improving the world one child and one community at a time; and

WHEREAS, PenMet Parks and Kiwanis recognize our growing community needs more park and recreation opportunities; and

WHEREAS, PenMet Parks and Kiwanis further recognize that a collaborative relationship would enhance the services each organization currently provides to the community through increased efficiency; and

WHEREAS, a Memorandum of Understanding between PenMet Parks and Kiwanis benefits the community by formalizing the partnership and establishing the respective responsibilities of the parties.

Now, therefore, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
PURPOSE

PenMet Parks and Kiwanis each provide services to the community. This MOU sets forth the conditions under which PenMet Parks and Kiwanis will collaborate on park and recreation related opportunities for the benefit of the public, the parameters of this collaboration and the responsibilities of each of the parties. The Parties acknowledge that not all circumstances will be covered by this MOU and in some instances a separate agreement may be required.

ARTICLE II
MUTUAL RESPONSIBILITIES

The parties agree to:

- 2.1 Work cooperatively to ensure appropriate, efficient communication in support of the objectives of this MOU.
- 2.2 Collaborate to advance the mission of each organization to benefit the community.
- 2.3 Perform marketing and outreach for co-branded events using each organization’s typical platforms.
- 2.4 Regularly share information about co-branded events’ successes and barriers to success with the intent to improve and support the events in the future.

ARTICLE III
KIWANIS RESPONSIBILITIES

Kiwanis agrees to:

- 3.1 Provide Kiwanis’ member volunteers to assist with PenMet Parks’ special community events as requested by PenMet Parks. Kiwanis shall endeavor to provide from its membership a minimum of 560 volunteer hours annually.
- 3.2 Act as a liaison between PenMet Parks and local youth Key Clubs to provide Key Club member volunteers to assist with PenMet Parks’ community events as requested by PenMet Parks.
- 3.3 Recognize PenMet Parks as a sponsor of any Kiwanis program in which

PenMet Parks makes facility space and/or equipment available to support such programs. The level of PenMet Parks' recognition will be commensurate with the estimated dollar value of the use of PenMet Parks' facility space and/or equipment.

- 3.4 Submit a quarterly report to PenMet Parks documenting Kiwanis' members' volunteer hours and the work performed by those members during the previous quarter.
- 3.5 Abide by PenMet Parks' applicable volunteer policies and procedures when providing Kiwanis or Key Club member volunteers for any PenMet Parks' co-sponsored event.
- 3.6 Always ensure that the monetary value it contributes to PenMet Parks through volunteers or otherwise is equal to or greater than the value received by Kiwanis from PenMet Parks under Article IV.

ARTICLE IV
PENMET PARKS RESPONSIBILITIES

PenMet Parks agrees to:

- 4.1 Provide to Kiwanis suitable space within a PenMet Parks' facility on mutually agreeable dates and times for Kiwanis membership meetings. The space will generally be made available one weekday each week, from 7 a.m. – 8 a.m., plus reasonable set-up and tear-down time. Use of the facility will be subject to the terms and conditions set forth in PenMet Parks' standard facility rental agreement.
- 4.2 Provide storage at the meeting facility, if space is available, for storage of incidental non-perishable items Kiwanis uses in conducting its regular membership meetings. Kiwanis acknowledges and agrees it is responsible for the safety and security of any items stored at a PenMet Parks' facility and agrees to indemnify, defend and hold PenMet Parks harmless from any damage or theft any personal property stored at a PenMet Parks' facility.
- 4.3 Endeavor to support Kiwanis programs and events, when reasonably possible, through the use of PenMet Park' facility space and/or equipment, in exchange for recognition as a sponsor of the program or event. The use of PenMet Parks' facility space and/or equipment shall always be at the discretion of PenMet Parks and shall not result in a reduction in the services PenMet Parks provides to the community.
- 4.4 Provide registration and graphic design services for events sponsored by both PenMet Parks and Kiwanis.

ARTICLE V
TERM

This MOU is effective upon mutual execution by the Parties. The provisions in this MOU shall be reviewed annually by the Parties to determine if this MOU should continue and/or be modified. This MOU can be terminated, with or without cause, by either party upon thirty (30) days advance written notice to the other party delivered to the address listed below.

ARTICLE VI
NOTICE AND CONTACT INFORMATION

Any notice or other communication that is required or permitted to be given under this MOU shall be in writing and either delivered personally or sent by prepaid, first class U.S. mail to the following address:

Kiwanis Attn: President PO Box 1491 Gig Harbor, WA 98335	PenMet Parks Attn: Executive Director 5717 Wollochet Drive Gig Harbor, WA 98335
---	--

ARTICLE VII
INDEMNIFICATION

- 7.1 To the fullest extent permitted by law, Kiwanis shall indemnify and hold harmless PenMet Parks, 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 of Kiwanis, its employees, agents, representatives or volunteers relative to or in connection with Kiwanis activities or services covered hereunder, except for injuries and damages caused by the sole negligence and/or wrongful conduct of PenMet Parks. In the event of recovery due to the aforementioned circumstances, Kiwanis shall pay any judgment or lien arising therefrom, including any and all costs and attorney's fees as a part thereof.
- 7.2 To the fullest extent permitted by law, PenMet Parks shall indemnify and hold harmless Kiwanis, 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 of PenMet Parks' officials, officers, agents, employees, while acting within the scope of their employment as such, relative to or in connection with PenMet Parks' activities or services covered hereunder, except for injuries and damages caused

by the sole negligence and/or wrongful conduct of Kiwanis. In the event of recovery due to the aforementioned circumstances, PenMet Parks shall pay any judgment or lien arising therefrom, including any and all costs and attorney's fees as a part thereof.

- 7.3 Where such claims, suits, or actions result from concurrent negligence and/or wrongful acts or omissions of each party, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each party's own negligence and/or wrongful acts or omissions. The Parties agree that their respective obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each party by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that either party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing party. This indemnification shall survive the termination of this MOU.

ARTICLE IIX
INSURANCE

Kiwanis shall provide proof of a comprehensive general liability insurance policy in such amounts and in a form acceptable to PenMet Parks and naming PenMet Parks as an additional insured. PenMet Parks may require Kiwanis to provide other types of insurance depending upon the programs and activities.

ARTICLE IX
MISCELLANEOUS

- 9.1 No Third Party Beneficiaries / Independent Capacity. It is understood and agreed that this MOU is solely for the benefit of the Parties hereto and gives no right to any other person or entity. No partnership is formed as a result of this MOU. The employees or agents of each party who are engaged in the performance of this MOU shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.
- 9.2 Disputes. Any dispute as to the enforcement or interpretation of this MOU will be determined by binding arbitration conducted in accordance with the laws of the State of Washington.
- 9.3 Severability. If any term or condition of this MOU or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this MOU are declared severable.

- 9.4 Waiver. Waiver of any breach or condition of this MOU shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this MOU shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the Parties hereto.
- 9.5 Compliance with Laws. The Parties shall comply with all applicable State, Federal and municipal laws, ordinances, regulations and codes in the performance of their respective duties and obligations specified in this MOU.
- 9.6 Assignment. This MOU is personal to the Parties. As a result, the Parties will not assign, transfer, or otherwise dispose of any of the privileges granted under this MOU without the prior written consent of the other Party.
- 9.7 Amendment. This MOU may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the Parties.
- 9.8 Governing Law and Venue. This MOU shall be construed and interpreted in accordance with the laws of the state of Washington and the venue for the resolution of any dispute under this MOU shall be in Pierce County. This MOU will not be construed either for or against PenMet Parks or Kiwanis, but will be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.
- 9.9 Entire Agreement. This MOU represents the entire agreement between the Parties and supersedes any prior oral statements, discussions or understandings between the Parties related to the subject matter herein.

<p>KIWANIS CLUB OF GIG HARBOR</p> <p>By: _____</p> <p style="text-align: center;">Its</p> <p>Date: June ____, 2022</p>	<p>PENINSULA METROPOLITAN PARK DISTRICT</p> <p>By: _____</p> <p style="text-align: center;">Ally Bujacich Its Executive Director</p> <p>Date: June ____, 2022</p>
--	---



Peninsula Metropolitan Park District

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

DISTRICT COMMISSION MEMO

To: Board of Park Commissioners

Through: Ally Bujacich, Executive Director

From: Sherman Enstrom, Director of Finance and Administration and Stephanie Burhman, Accounting Manager

Date: June 7, 2022

Subject: **First Reading of Resolution RR2022-007 Adopting the Amended Policy P40-102: Purchasing / Procurement Policy (First Reading)**

Background/Analysis

The Board of Park Commissioners passed Resolution R2005-012 on September 12, 2005 adopting Policy P40-102: Purchasing Policy. This policy has been amended several times, most recently in 2013. The purpose of Policy P40-102 is to implement the requirements of state law and, when applicable, federal guidance, with regards to procurement of goods and services and the bidding on public contracts for public works, goods, services, supplies, and materials. This policy also establishes when such spending must be approved by the Board of Park Commissioners and the levels of spending authority delegated to the Executive Director.

Staff reviewed the policy, proposed amended policy and practices, and discussed it with the Board at the May 17 study session.

Separate purchasing/procurement procedures that support the amended policy language will be implemented. Legal counsel has reviewed the attached amended policy.

Staff Recommendation

No Board action is recommended at the first reading. Staff recommends the Board pass Resolution RR2022-007 adopting amended Policy P40-102: Purchasing/Procurement Policy at the second reading, which is scheduled for the June 21, 2022 Regular Board Meeting.

Finance and Administration Recommendation

This action was reviewed by the Finance and Administration Committee as its May 10, 2022 meeting with a recommendation to bring this action to the full Board for its approval.

Policy Implications/Support

1. The District has adopted goals including prudent management of District funds.
2. Board Policy P10-101 states, in part, that PenMet Parks is accountable to its citizens for use of public dollars, and the limited financial resources of PenMet Parks must be wisely used to ensure adequate funding to support the services, public facilities, and infrastructure necessary to meet the community's present and future needs.

Attachments

- Exhibit A: Resolution RR2022-007



Peninsula Metropolitan Park District

RESOLUTION NO. RR2022-007

ADOPTING THE AMENDED POLICY P40-102: PURCHASING / PROCUREMENT POLICY

WHEREAS, Policy P40-102: Purchasing / Procurement Policy (the "Policy") guides the overall administration of purchasing/procurement activities for District staff in alignment with all local, state, and federal laws and regulations related to purchasing/procurement; and

WHEREAS, The Executive Director has the authority to utilize the guidelines and policies incorporated in the Policy for making operational decisions for the organization; and

WHEREAS, there is are separate purchasing/procurement procedures that provide more detailed guidance and information to PenMet Parks employees on the purchasing/procurement practices, and procedures; and

WHEREAS, the Board of Park Commissioners has passed several resolutions amending the Policy and wishes to further amend the Policy to ensure it continues to protect the public interest and ensure public trust;

NOW THEREFORE BE IT

RESOLVED by the Board of Park Commissioners that PenMet Parks adopts the amended Policy P40-102: Purchasing / Procurement Policy attached as Exhibit A, which supersedes all previous versions of Policy P40-102.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on June 7, 2022.

President

Clerk

Attest



Peninsula Metropolitan Park District

Purchasing / Procurement Policy

Policy Number	Resolution Number	Date Approved:	Supersedes the following Resolutions and Policies:
P40-102	RR2022-007	June 21, 2022	R2013-020 August 19, 2013 R2011-016 August 1, 2011 R2010-038 December 20, 2010 R2007-010 August 20, 2007 R2006-005 April 17, 2006 R2005-012 September 12, 2005

Policy: **Purchasing / Procurement**
 (Approved by PenMet Parks Board of Commissioners)

Purpose: The purpose of this policy is to implement the requirements of state law and, when applicable, federal guidance, with regards to procurement of goods and services and the bidding on public contracts for public works, goods, services, supplies, and materials. This policy also establishes when such spending must be approved by the Board of Park Commissioners and the levels of spending authority delegated to the Executive Director.

It is PenMet Parks' policy to follow state and, when applicable, federal requirements with regard to the expenditure of public funds, to provide a fair forum for those interested in bidding on public contracts, and to help ensure that public contracts are performed

satisfactorily and efficiently at least cost to the public, while avoiding fraud, waste, and favoritism in their award.

Except as otherwise expressly provided herein, the provisions of this policy are intended solely as a convenience and reference guide for PenMet Parks' officials and employees. Nothing in this policy is intended to create any liability for or against PenMet Parks. Without limitation of the foregoing, nothing in this policy is intended to create any enforceable right, entitlement, or cause of action in or for any third parties.

TABLE OF CONTENTS

SECTION 1: GENERAL RULES	4
SECTION 2: CODE OF ETHICS.....	4
SECTION 3: PROHIBITED PRACTICES	5
SECTION 4: DELEGATED PURCHASING AUTHORITY	6
SECTION 5: PURCHASES OF EQUIPMENT, SUPPLIES, OR MATERIALS NOT ASSOCIATED WITH A PUBLIC WORKS PROJECT	7
SECTION 6: PURCHASED SERVICES NOT INCLUDING ARCHITECTURAL / ENGINEERING SERVICES	9
SECTION 7: ARCHITECTURAL/ENGINEERING SERVICES	9
SECTION 8: PUBLIC WORKS CONTRACTING.....	10
SECTION 9: WAIVING COMPETITIVE BID REQUIREMENTS	12
SECTION 10: EXEMPTIONS FROM COMPETITIVE BIDDING.....	13
SECTION 11: AUTHORIZATION TO ADOPT RULES, PROCEDURES AND GUIDELINES.....	14

SECTION 1: GENERAL RULES

- 1. Controlling Laws. The expenditure of public funds for the purchase of and contracting for public works, goods, services, supplies, and materials shall comply with all applicable state law requirements as provided in the Revised Code of Washington (RCW) and the Washington Administrative Code (WAC) and any applicable federal requirements. Where this policy conflicts with state law requirements, the more restrictive provision shall prevail. Where this policy is silent with regards to purchasing and/or bidding requirements, state law shall prevail.

- 2. Monitoring and Compliance. PenMet Parks' Executive Director shall implement, monitor, and enforce this policy. There are separate Purchasing Procedures, approved by the Executive Director, that provide more detailed guidance and information to PenMet Parks employees on the procurement procedures. In the event of any conflict in procurement requirements or questions about proper procedure or other requirements, the matter shall be referred to the Executive Director or the Executive Director's designee for further action. Willful or intentional violations of public procurement requirements may result in personal penalties, financial liabilities, and/or discipline (RCW 39.30.020).

- 3. Proper Authorization. Only authorized employees acting within the scope of their authority may obligate PenMet Parks in the contracting for public works and/or acquisition of goods or services. Any employee expending funds or committing to expending funds on behalf of PenMet Parks without proper authorization may be personally liable to the vendor and/or to PenMet Parks and subject to disciplinary action.

- 4. Cost. Purchase cost includes sales tax, use tax, delivery charges, and any related miscellaneous charges.

- 5. Minority and Women-Owned Businesses. Minority and women-owned businesses shall have the maximum practicable opportunity, consistent with applicable law, to compete for and obtain work relating to PenMet Parks' activities.

SECTION 2: CODE OF ETHICS

To instill public confidence in the award of public contracts and the expenditure of public funds, PenMet Parks adopts the following code of ethics regarding public contracting:

- 1. Actions of PenMet Parks employees shall be impartial and fair.

- 2. PenMet Parks decisions and policies shall be made in compliance with required procedures and within the proper channels of its government structure.

- 3. PenMet Parks will avoid directly or indirectly furnishing estimating services, or any other services or information not available to all prospective respondents, to any person or entity that may submit a bid or proposal.

4. Public employment shall not to be used for personal gain, and PenMet Parks employees shall not solicit, accept, or agree to accept any gratuity for themselves, their families or others that would or could result in personal profit, gain, or advantage. Discounts or concessions realistically available to the general population, items received that do not result in personal gain, and samples to PenMet Parks used for general PenMet Parks' use are examples of items that are not gratuities.

5. Purchasing decisions shall be made impartially, based upon PenMet Parks' specifications for the contract and the responses of those submitting a bid or proposal.

6. No PenMet Parks employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

SECTION 3: PROHIBITED PRACTICES

PenMet Parks prohibits the following practices:

1. Collusion among bidders. Agreement or collusion among bidders or prospective bidders to either buy or sell in restraint of freedom of competition, be an agreement to bid a fixed price or otherwise, shall render the bids void. Bidders engaging in such practices may be subject to possible exclusion from future bidding with PenMet Parks when determined by the Executive Director to be in PenMet Parks' best interest.

2. Disclosure of Formal Bid Contents. The contents of any sealed or formal bid shall not be disclosed by a PenMet Parks official or employee in advance of the stated time and date for opening the bids. PenMet Parks may declare all bids for the specified purchase void as a result of the premature disclosure. Notwithstanding anything herein to the contrary, bids submitted by bidders taking advantage of any prematurely disclosed information shall be declared null and void.

3. Gratuities. Except for normal business and social courtesies, PenMet Parks' officials and employees are prohibited from accepting any gift or gratuity, in the form of cash, merchandise or services of significant value, from any vendor or contractor in return for a commitment to continue or initiate a purchasing agreement.

4. Employee-Owned Businesses. PenMet Parks shall not obtain goods or services from businesses in which PenMet Parks' officials, employees or their immediate family members have a majority ownership interest.

5. Sale of Materials and Supplies. PenMet Parks shall not use its purchasing power or lend its credit to acquire goods or services for the benefit of any private party, nor shall PenMet Parks sell its materials or supplies to PenMet Parks’ officials, employees, or the public unless said materials and/or supplies have been declared surplus and are disposed of in accordance with applicable PenMet Parks policy.

6. Breaking Down or Bid Splitting Purchases. The breaking down or bid splitting of any purchase or contract into units or phases for the purpose of avoiding the maximum dollar amount for spending authority or to avoid the competitive procurement requirements is prohibited.

SECTION 4: DELEGATED PURCHASING AUTHORITY

The Board of Park Commissioners is authorized by law to procure goods and services for the benefit of PenMet Parks. The Board may and pursuant to this policy hereby does delegate limited spending authority and responsibility to the Executive Director or his or her designee for purchasing certain goods and/or services.

1. The Executive Director may only exercise this authority for purchases whose costs are covered by budget appropriations previously approved by the Board of Park Commissioners. Purchases requiring an appropriation, or an additional appropriation must be approved by the Board of Park Commissioners.

2. Board of Park Commissioners approval is required whenever the cumulative total of a contract exceeds the purchasing authority delegated to the Executive Director or designee.

3. At his or her discretion, the Executive Director may choose to seek Board of Park Commissioner approval for purchases that fall within the delegated authority.

4. Summary of Purchasing Authority:

Purchase type	Purchase Amount	Authorization
Equipment, supplies, or materials not for a public works project	\$0 - \$50,000	Executive Director or designee
	\$50,001 or greater	Board of Park Commissioners
Personal or professional services	\$0 - \$50,000	Executive Director or designee
	\$50,001 or greater	Board of Park Commissioners
Architectural or engineering services	\$0 - \$50,000	Executive Director or designee
	\$50,001 or greater	Board of Park Commissioners

Public works projects	\$0 - \$100,000	Executive Director or designee
	\$100,001 or greater	Board of Park Commissioners

5. Definitions:

A. The term “personal services” is often interchangeable with professional services and are services that involve technical expertise provided by a consultant to accomplish a specific study, project, task, or other work. These activities and products are mostly intellectual in nature, and they do not include Architectural and Engineering services. Example of these services include management consulting, accounting and auditing, legal, comprehensive planning, and real estate services.

B. The term “Architectural and Engineering services” means services rendered by any person, other than a PenMet Parks’ employee, to perform activities within the scope of the professional practice of architecture as provided in chapter 18.08 RCW, professional practice of engineering and land surveying as provided in chapter 18.43 RCW, and/or professional practice of landscape architecture as provided in chapter 18.96 RCW.

6. The following purchases and sales must be approved by the Board of Park Commissioners regardless of the cost:

A. **Interlocal Agreements pursuant to chapter 39.34 RCW.** PenMet Parks may enter into Interlocal agreements with other public agencies similarly authorized under RCW 39.34.030. State law in regard to competitive bidding shall govern any cooperative purchasing agreement. The competitive bid process of the original jurisdiction may substitute for PenMet Parks’ if consistent with the bidding laws that apply to PenMet Parks. “Piggybacking” on other jurisdiction bids requires an Interlocal agreement. All Interlocal cooperative purchasing agreements shall be presented to the Board for approval.

B. **Sale of real or personal property.** The sale of all real or personal property is subject to RCW 35.61.132 which requires unanimous Board approval.

SECTION 5: PURCHASES OF EQUIPMENT, SUPPLIES, OR MATERIALS NOT ASSOCIATED WITH A PUBLIC WORKS PROJECT

The Executive Director or designee is responsible for obtaining equipment, supplies and materials not for a public works project when deemed necessary in carrying out PenMet Parks business and operations. The Executive Director or designee is responsible to ensure all applicable purchasing requirements are met.

1. **Purchases of \$15,000 or less: Direct Negotiation.** Purchases of \$15,000 or less may be made by direct negotiation with a vendor pursuant to RCW 35.61.135(1). Although the solicitation of bids or quotes is not required, employees should make reasonable efforts to obtain the lowest price. The contract award will be based on price.

2. **Purchases of \$15,001 to \$50,000: Three Minimum Quotes or Vendor List.** Purchases of \$15,001 to \$50,000 may be made pursuant to either RCW 35.61.135(3) and RCW 39.04.190 or RCW 35.61.135(4). The contract award will be based on price.

- A. If PenMet Parks uses RCW 35.61.135(3) and RCW 39.04.190, solicitation shall be made by securing telephone, e-mail or written quotations from at least three different vendors whenever possible to assure that a competitive price is established and for awarding the contracts. PenMet Parks shall use the following procedure to obtain quotations from vendors for the purchase of equipment, supplies, and materials not associated with a public works process:
- i. At least twice per year, PenMet Parks shall publish in a newspaper of general circulation within the District a notice of the existence of vendor lists and solicit the names of vendors for the lists.
 - ii. When seeking quotations, employees shall draft a written description with the specific equipment, supplies, and materials to be purchased, including the quantity, quality, and type desired, the required delivery date(s), and other terms of the purchase.
 - iii. Employees will make a good faith effort to contact a minimum of three vendors from the published vendor list to provide the written description and request telephone or emailed quotations for the specified equipment, supplies, or materials.
 - iv. Employees shall document the quotations received, including the vendor name, quotation amount, product(s), delivery date(s), and exceptions to the terms or specifications provided by PenMet Parks.
 - v. PenMet Parks shall award the contract to the lowest responsible bidder.
 - vi. Immediately after the award is made, the quotations obtained shall be recorded, open to public inspection, and shall be available by telephone inquiry.
- B. If PenMet Parks uses RCW 35.61.135(4), solicitation shall be made from vendors designated on current state agency, county, city, or town purchasing rosters for the materials, supplies, or equipment, when the roster has been established in accordance with the competitive bidding law for purchases applicable to the state agency, county, city, or town. The price and terms for purchases shall be as described on the applicable roster.
- C. In certain circumstances such as unusual market conditions, the Executive Director may waive the requirement to obtain three quotes.

3. **Purchases over \$50,000: Competitive Quotes Required.** Purchases over \$50,000 must be made by obtaining a minimum of three written competitive quotes. Quotes may be provided electronically or in person. The contract award will be based on price.

4. **Written Contracts.** Employees are encouraged to always use a written contract for purchases under this section. Any contract for purchases under this section in excess of \$5,000 are required to be in writing.

SECTION 6: PURCHASED SERVICES NOT INCLUDING ARCHITECTURAL / ENGINEERING SERVICES

The Executive Director or designee is responsible for obtaining services when deemed necessary in carrying out PenMet Parks' business and operations. The Executive Director or designee is responsible to ensure all applicable purchasing requirements are met.

1. **Purchases of \$15,000 or less: Direct Negotiation.** Purchases of \$15,000 or less may be made by direct negotiation. Competition is not required, although employees should make every effort to receive the best price possible and most qualified. The contract award will be based on price and qualifications.

2. **Purchases of \$15,001 to \$50,000: Three Minimum Quotes.** Purchases of \$15,001 to \$50,000 should be made by obtaining a minimum of three quotes using a Request for Proposal. Quotes may be obtained by telephone, electronically, or in person. In certain circumstances such as unusual market conditions, the Executive Director may waive the requirement to obtain three quotes. The contract award will be based on price and qualifications.

3. **Purchases over \$50,000: Competitive Quotes Required.** Purchases over \$50,000 must be made by obtaining a minimum of three competitive quotes using a Request for Proposal. Quotes must be in writing and may be provided electronically or in person. The contract award will be based on price and qualifications.

4. **Written Contracts.** Employees are encouraged to always use a written contract for purchases under this section. Any contract for purchases under this section in excess of \$5,000 are required to be in writing.

SECTION 7: ARCHITECTURAL/ENGINEERING SERVICES

The Executive Director or designee is responsible for obtaining architectural and engineering services he or she deems necessary. Architectural and engineering services are obtained using a qualifications-based selection process in accordance with chapter

39.80 RCW. The Executive Director or designee is responsible to ensure all applicable requirements are met.

1. **Advance publication.** As an alternative to creating and maintaining PenMet Parks’ own annual roster for the procurement of architectural, surveying, and engineering services, the Executive Director is authorized to enter into agreements with the Municipal Research and Services Center (MRSC) and/or any other agencies for use of their annual rosters as long as such rosters are in compliance with the latest State of Washington rules, regulations, requirements, and laws regarding the procurement of architectural, surveying, and engineering services. PenMet Parks encourages architectural, engineering, and surveying firms to submit to MRSC a statement of qualifications and performance data annually. When services are needed, PenMet Parks will evaluate current statements of qualifications and performance data on file.

2. **Written Contracts and Contract amendments.** Any contract awarded under this section shall be in writing. All changes to contracts awarded under this section must be by written contract amendment. Substantial changes to the scope of work may require another solicitation and procurement of services and a new contract.

3. **Contract amendment delegated authority.** The Executive Director may execute an amendment to a contract awarded under this section without Board of Park Commissioners approval if the amendment:

- A. Extends the time of completion for a project; and/or
- B. Provides for a cost increase that does not exceed 15% of the original contract cost or \$50,000, whichever is greater, and is within the approved project budget.

SECTION 8: PUBLIC WORKS CONTRACTING

Public Works is governed by RCW 35.61.135, chapter 39.04 RCW and other state statutes. Public Works is defined by 39.04.010 to generally include all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the state or of any municipality, or which is by law a lien or charge on any property therein. “Ordinary maintenance,” is defined in WAC 296-127-010(7)(b)(iii) (or as may be subsequently amended) as either (1) work not performed by contract and that is performed on a regularly scheduled basis (e.g., daily, weekly, monthly, seasonally, semi-annually, but at least once per year), to service, check, or replace items that are not broken; or (2) work not performed by contract that is not regularly scheduled but is required to maintain an asset so that repair does not become necessary.

Pursuant to RCW 35.61.135(2), when the estimated cost of a public works project falls below the Small Works Roster limit specified in RCW 39.04.155, PenMet Parks may follow the Small Works Roster process for construction of a public work or improvement as an alternative to the general competitive bidding requirements, in accordance with RCW 39.04.155. PenMet Parks has contracted with the Municipal Research and

Services Center of Washington (MRSC) for the use of its state-wide electronic database for small public works roster and consulting services developed and maintained by MRSC. The Executive Director or his or her designee is authorized to use the small works roster contracting procedures and the limited public works contracting procedures as provided in RCW 39.04.155.

1. **Contracts \$0 – \$50,000: Limited Public Works Process.** PenMet Parks shall use the limited public works process to award contracts for public works projects with an estimated cost of \$0 to \$50,000. The limited public works process is a type of small works roster process that applies only to public works projects estimated to cost less than \$50,000. PenMet Parks shall comply with the limited public works process provisions in RCW 39.04.155(3).
2. **Contracts \$50,001 - \$350,000: Three Bids from the Small Works Roster.** If the estimated cost of the public works project is more than \$50,000 but less than \$350,000, PenMet Parks shall comply with the small works roster process provisions in RCW 39.04.155(2).
3. **Contracts for more than \$350,000: Formal Competitive Bids Required.** If the estimated cost of the public works project is \$350,000 or more, then the formal competitive bidding process is required.
4. **Change order delegated authority.**
 - A. The Board of Park Commissioners must approve any change order that increases a public works contract cost beyond the approved project budget appropriation regardless of the Public Work Contract amount.
 - B. If the Public Work Contract total is below \$350,000, change orders up to a cumulative total of \$50,000 may be approved by the Executive Director. Change orders within the authority delegated to the Executive Director that are approved by the Executive Director must be presented to the Board of Park Commissioners at the next regular meeting. If the cumulative total of approved change orders is greater than \$50,000, the change order must be approved by the Board of Park Commissioners.
 - C. If the Public Work Contract total is above \$350,000, and the total cumulative amount of change orders is 15% or less of the original contract amount, then the change orders may be approved by the Executive Director. Change orders within the authority delegated to the Executive Director that are approved by the Executive Director must be presented to the Board of Park Commissioners at the next regular meeting. If the cumulative total of approved change orders is greater than 15% of the original contract amount, the change order must be approved by the Board of Park Commissioners.

5. **Publication.** At least once a year, on behalf of PenMet Parks, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Responsible contractors shall be added to the appropriate MRSC roster or rosters at any time that they submit a written request and necessary records. PenMet Parks may require master contracts to be signed that become effective when a specific award is made using a small works roster.

6. **Written Contracts.** Any contract awarded under this section shall be in writing.

SECTION 9: WAIVING COMPETITIVE BID REQUIREMENTS

1. The Executive Director may waive competitive bidding requirements pursuant to RCW 39.04.280(1) for:

- A. Purchases that are clearly and legitimately limited to a single source of supply;
- B. Purchases involving special facilities or market conditions;
- C. Purchases in the event of an emergency;
- D. Purchases of insurance or bonds; and
- E. Public works in the event of an emergency.

2. **Non-emergency purchases.** Purchases within the limits of authority delegated to the Executive Director may be made from a sole source vendor without soliciting other quotes or bids. In non-emergency situations, written documentation demonstrating the appropriateness of a sole source purchase shall be submitted to the Finance Department in advance of the purchase. Finance will evaluate whether a vendor can legitimately be defined as a sole source.

Purchases involving special facilities or market conditions may be made without soliciting quotes or bids. In non-emergency situations, written documentation demonstrating the appropriateness of a purchase involving special facilities or market conditions shall be submitted to the Finance Department in advance of the purchase. Finance will evaluate whether special facilities or market conditions legitimately exist.

If competitive bidding requirements are waived by the Executive Director pursuant to this policy and for a non-emergency purchase, the contract and the factual basis for the exception must be recorded and open to public inspection immediately after the contract is awarded.

3. **Emergency purchases.**

- A. Pursuant to RCW 39.04.280(3), "emergency" means unforeseen circumstances beyond the control of PenMet Parks that either: (i) presents a real, immediate threat to the proper performance of essential functions; or (ii) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

- B. If an emergency exists, the Executive Director or designee may waive competitive bidding requirements, and award all necessary contracts on behalf of PenMet Parks to address the emergency situation.
- C. If a contract is awarded without competitive bidding due to an emergency, the Executive Director or designee will prepare a resolution for approval by the Board of Park Commissioners that includes a written finding of the existence of an emergency and to ratify the contract award. The resolution shall be presented to the Board at the next regular Board meeting, but in any event not later than two weeks following the award of the contract.

SECTION 10: EXEMPTIONS FROM COMPETITIVE BIDDING

Competitive bidding requirement exemptions are governed by RCW 39.04.280. The following are excluded from the competitive bidding requirements provided in this policy:

1. Employee benefit services procured through brokers;
2. Employee allowance purchased items such as boots that are bought by the employee with a PenMet Parks-provided allowance;
3. Insurance and bond purchases;
4. Services of accounting firms or other persons or firms deemed by the Executive Director as necessary to address PenMet Parks' accounting or auditing needs provided the form of contract or engagement must be approved by the Board of Park Commissioners;
5. Services of law firms or outside counsel, expert witnesses, trial consultants, adjusters or other persons or firms deemed by the Executive Director as necessary to address PenMet Parks' legal needs provided the form of contract or engagement must be approved by the Board of Park Commissioners;
6. Memberships and dues;
7. Postage, permit fee, license involving a single source of governmental entity;
8. Professional development services for employees as determined by the Executive Director;
9. Services relating to current or prospective employee hiring, promotion, or evaluation
10. Training and services related to the physical, emotional, or mental development of any PenMet Parks employee; and
11. Travel and moving expenses of officers and employees, as well as applicant expenses.

SECTION 11: AUTHORIZATION TO ADOPT RULES, PROCEDURES AND GUIDELINES.

The Executive Director is authorized to adopt rules, procedures and guidelines governing the procurement, contracting, and contract management of any and all contracts for public works, goods and/or services procured by PenMet Parks that are consistent with this policy.