



Peninsula Metropolitan Park District

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

REGULAR MEETING AGENDA

February 03, 2026, 6:00 PM

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

Call to Order

Commissioner Roll Call:

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

ITEM 1 President's Report

ITEM 2 Executive Director's Report

ITEM 3 Special Presentations

ITEM 4 Board Committee Reports

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

ITEM 5 Public Comments:

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

ITEM 6 Minutes

- 6a. [Approval of January 20, 2026 Study Session Minutes](#)
- 6b. [Approval of January 20, 2026 Regular Meeting Minutes](#)

ITEM 7 Consent Agenda

- 7a. [Approving Vouchers from December 2025 and January 2026](#)

ITEM 8 Unfinished Business



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ITEM 9 New Business

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

[9.1a Resolution P2026-001 Authorizing the Executive Director to Sign the Architecture/Engineering Agreement for Narrows Accessibility and Park Improvements with Jones and Jones Architects and Landscape Architects, Ltd.](#)

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

[9.2a Resolution R2026-002 Authorizing the Executive Director to Sign the Agreement with Outdoors For All Foundation](#)

[9.2b Resolution R2026-003 Adopting the 2026 Facilities Use Fee Chart](#)

9.3 Two Reading Resolutions Requiring Two Readings for Adoption

ITEM 10 Comments by Board

ITEM 11 Next Board Meetings

February 17, 2026 - Study Session at 5:00 pm and Regular Meeting at 6:00 pm at PenMet Parks District Headquarters - 2416 14th Ave NW, 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



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STUDY SESSION – MINUTES

January 20, 2026, 5:00 PM

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

Call to Order Time: 5:03 PM

Commissioner Roll Call:

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

Quorum? Yes

ITEM 1 Board Discussion

1a. 2026 Strategic Communications Plan

Director of Operations, Brynn Grimley, provides a brief overview of the Strategic Communications Plan, focused on Parks, Recreation, Open Space (PROS) and Strategic Plan objectives, audience, methods, social media platforms and measures of success.

Based on community feedback, constituents get information primarily through our Website and Rec Guides; major website upgrade in progress this year.

Social media platforms allow multi-faceted communication, including short-term, quick outreach, planned campaigns in addition to emailed newsletters, and one-time communications for target audiences.

Print materials are primary communication method for programming information; good relationship and interaction with two local news organizations are very involved and report on our community.

Board Question: Do we communicate through Peninsula School District (PSD) with Peach Jar flyers or digital links? **Answer:** Yes, we have a Peach Jar subscription, mixed feedback on which features people prefer.

Marketing Coordinator, Derek Gibson, notes primary social media channels are Facebook, Instagram and LinkedIn, with different types of content used on each platform, based on user demographics.

Board Question: Penlight often uses Twitter for outages, service updates, have we thought about using it for informational purposes? **Answer:** We do have an X/Twitter account, which has been used at a local level, but less likely to consistently build presence; we can explore options.



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Board Question: Would it be beneficial to upload those same reels we are creating for Instagram under TikTok or YouTube? **Answer:** We would like to look at expansion to YouTube; TikTok requires a greater level of attention and depends on the audience; Records retention in these formats is also a concern for government agencies. **Comment:** Harbor WildWatch has had great success in reaching a much wider audience.

Board Question: Do we use sponsored ads for major events? **Answer:** Not recently, but the opportunity is there; can explore details on different target radius or reach settings to see where it would be most successful.

Women, ages 35 – 54, comprise our largest demographic at 83%, but we don't have a large teen audience; so, we are being thoughtful in how we reach them; our Teen Advisory Committee (TAC) members engage through their own social media, as their peers are more likely to engage with them.

Weighing demographics helps determine how much success we can realistically expect to generate via social, or if there are other better methods.

Goal to include a piece of content that touches on our message and themes every week, overlap is okay, through advertisements and calls to action.

Successful examples include our Black Friday discount passes, staff highlights, fun demos, project progress, Park district dollars at work; helpful to highlight as many faces, places as possible;

Posts that did extremely well included thanking people for coming out and showing neighbors, friends, families, using the Rec Center; people also responded well to the Tacoma DeMolay Sandspit re-opening, and the popularity pushed the reach further into the social media platform audience

Success measurements include website and email or Listserv analytics, like opens and clicks; news media features based on content identified in media releases; social media analytics, real-life interaction and results, comparison with attendance; comments and feedback from the public.

Social Media analytics comparing to Q4 2025 to Q4 2024 show Impressions up 423%; Engagements up 440%; Net Audience Growth up 720%; Video Views up 114%.

Real-Life impact: Black Friday passes led to 102 passes sold = \$4,972 in net revenue; Meta Badge as a Rising Creator means they will push our page and content out more and to bigger audiences

Board Question: Do we send out thank you emails following program sessions with a link for feedback? **Answer:** Yes for some, like youth sports, but not all; a general user survey also went out.

Board Question: When a program comes up for new season or offering, renewal, do you send out an email to all previous participant? **Answer:** Depends on program, but Rec staff frequently communicates new registration details to past participants. One of our strategic goals this year is to learn more in real time from community; gathering feedback that feels more like a conversation, less like a broadcast advertisement.



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Board Question: Have we looked at ways to reach out for feedback on things beyond programming with our constituents, like funding or other issues on the horizon? **Answer:** Yes, we can use all our channels; social media is great for awareness; direct mail, survey links are great for feedback; we have many interested party lists for specific segments; also want to target correctly based on location, demographic, content or topic; use community connections, partners to expand our reach cohesively. Larger goal is to tell our story, create an umbrella, build community relationships now so that when we are ready for more focused conversation, they have a memory of our previous engagements and outreach.

Board Question: Senior Center and Aquatics are key topics; as we hear comments from the larger community, how do we reach out specifically to gather feedback from our district residents and constituents, is that email and targeted print mailers in addition? **Answer:** We will look into that.

Board Question: Do we have a Rec Center active user list, and can we give them an option to sign up for specific information segments or newsletters and provide links to our social media platforms? **Answer:** We have links for specific programs and pages; having something centralized is a great idea.

Board Comments: Compliments on the amount of growth achieved; feedback is very positive; the uptick in fun, light-hearted, engaging messaging is really hitting the mark for our community as a whole. People are enjoying both the content and flow of information. Thank you both for the work you have done

ITEM 2 Adjournment Time: 5:50 pm

BOARD OF PARK COMMISSIONERS MEETING PROCEDURES

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Approved By the Board on _____

William C. (Billy) Sehmel, Board President

Kurt Grimmer, Board Clerk

Attest: Amanda Walston, Board Secretary



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REGULAR MEETING – MINUTES

January 20, 2026, 6:00 PM

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

Call to Order Time: 5:03 PM

Commissioner Roll Call:

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

Quorum? Yes

ITEM 1 President's Report

On recent visits to Sehmel Homestead Park and the Rec Center, people have shared wonderful things about our parks and operations. Also had a productive meeting with Executive Director Bujacich and Peninsula School District (PSD) to check in on our partnership agreement.

ITEM 2 Executive Director's Report

Executive Director, Ally Bujacich, provides brief presentation.

Largest ever youth basketball season is in full swing. Games begin this weekend at the Rec Center and various school sites around the district. Historically, gym space has been our biggest limiting factor; PSD partnership has allowed us to grow the program from 650 players last year to 850 players on 89 teams this year, bringing us closer to providing the chance to play for every child who wants to. Free Friday Night Skills and Drills clinics are also back with expert staff instruction.

Gearing up for spring sports league registration, including youth baseball, K-8 outdoor flag football; indoor soccer and indoor volleyball for ages 2-8; also upcoming, free family glow party on 2/6; all are welcome; no advance registration required; sports, games. Blacklight dance party, neon face painting, glow crafts;

PenMet Parks will meet with legislators next week for 2026 Legislative Day to advocate for funding for Peninsula Gardens and the Pedestrian Crossing at 14th for Cushman Trail and Rec Center.

Capital Projects Manager, John Adams, provides information on Construction Change Order #17 for Jody Miller Construction for the Rec Center and Change Orders #4 and #5 for Soundview Landscape & Sprinkler Co., all are within budget, largely for items not included in original scope but are required for projects.

Change Order #17:



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- Original contract amount: \$20,700,400
- Previously approved change orders 01-16 total: \$1,827,381.80
- Change Order #17: \$246,085.10
- Total revised contract including change orders 01-17: \$22,773,866.90
- Change orders #1-17 are funded through project contingency and are within the total project budget.
- Descriptions include furring walls; additional work for grand opening; AV adds for turf fields and multiuse rooms; additional fencing at Cushman trail extension; additional Building access controls systems hardware and installation; additional items for metal building. installation; field turf inlay additional stitching for WA Indoor Soccer League requirements; additional wall padding for courts east columns;

Change Orders #4 & #5:

- Original contract: \$493,593.00 + WSST
- Previously approved change order 01-03: \$ \$38,075.59 +WSST
- Change Orders 04 and 05 totaling: \$32,968.23 +WSST
- Total revised contract including Change Orders 01-05: \$564,636.82 + WSST
- Descriptions include providing and installing additional fencing for patio at Rec Center; providing upgraded material for fencing at Rec Center patio.

ITEM 3 Special Presentations

3a. November 2025 Financial Report

Director of Finance, Jessica Wigle, provides a brief presentation, reviewing budgeted and year-to-date revenue and expenses for November 2025

Board Question: Volunteer Vern Pavilion is the highest rental location; do we know what kind of events the majority of those rentals are for? **Answer:** We don't track the specific use for each rental but will check with our Facility Rental Coordinator for more information or insight.

ITEM 4 Board Committee Reports

- 4a. **Park Services Committee** – have not met
- 4b. **Finance Committee** – have not met
- 4c. **Administrative Services Committee** – have not met
- 4d. **Recreation Services Committee** – have not met
- 4e. **Campaign Committee** – have not met
- 4f. **External Committees**

Commissioner Kingsbury attended Tacoma Narrows Airport Advisory Committee (TNAAC); Board officers were elected; Airport Day event date changed to Saturday August 29th; looking for committee members and a chair and can be anyone from the community; can provide contact information to anyone interested

ITEM 5 Public Comments:



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NO SPEAKERS

ITEM 6

Minutes

6a. **Approval of January 6, 2026 Study Session Minutes**

6b. **Approval of January 6, 2026 Regular Meeting Minutes**

Commissioner moved to adopt the minutes as presented.
 Commissioner seconded.

Roll Call Vote: Unanimously approved. Motion carried.

ITEM 7

Consent Agenda – No items

ITEM 8

Unfinished Business

8a. **Resolution RR2026-001 Adopting Amended Policy P50-102: Financial Assistance Policy** (*second reading*)

This item was moved and seconded on January 6, 2026.

There is a motion on the table.

Recreation Services Director, Tracy Gallaway, notes no additional presentation, and calls for any questions.

No further Board Discussion

Roll Call Vote: Unanimously approved. Motion carried

ITEM 9

New Business

9.1 **Purchasing Resolutions Requiring One Reading for Adoption** – No items

9.2 **Single Reading Resolutions Requiring One Reading for Adoption**

9.2a **Resolution R2026-001 Designating Certain Individuals as Authorized Signers at District Financial Institutions**

Commissioner moved to adopt the resolution as presented.
 Commissioner seconded

Finance Director, Jessica Wigle, provides brief presentation, noting this authorizes certain signers at District banking institutions; updates are required when staffing or board changes occur. New authorized signers are President Sehmel, Commissioner Grimmer, Commissioner Kingsbury and Executive Director Bujacich

No further Board Discussion

Roll Call Vote: Unanimously approved. Motion carried

9.3 **Two Reading Resolutions Requiring Two Readings for Adoption** – No items

ITEM 10

Comments by Board

Commissioner Kingsbury will not be present for 2/3/26 meeting.



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ITEM 11 Next Board Meetings

February 3, 2026 - Study Session at 5:00 pm and Regular Meeting at 6:00 pm at PenMet Parks District Headquarters - 2416 14th Ave NW, Gig Harbor, WA 98335

ITEM 12 Adjournment Time: 6:35 pm

BOARD OF PARK COMMISSIONERS MEETING PROCEDURES

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Approved By the Board on _____

William C. (Billy) Sehmel, Board President

Kurt Grimmer, Board Clerk

Attest: Amanda Walston, Board Secretary



Peninsula Metropolitan Park District

RESOLUTION NO. C2026-002

APPROVING VOUCHERS FROM DECEMBER 2025 AND JANUARY 2026

WHEREAS, the Peninsula Metropolitan Park District Board of Park Commissioners approved the 2025 operating budget in Resolution RR2024-010 and the 2025 capital budget in Resolution RR2024-011 on November 19, 2024, and the amended 2025 capital budget in Resolution RR2025-002 on April 1, 2025, and the amended 2025 capital budget in Resolution RR2025-005 on September 9, 2025; and

WHEREAS, the Peninsula Metropolitan Park District Board of Park Commissioners approved the 2026 operating budget in Resolution RR2025-007 and the 2026 capital budget in Resolution RR2025-008 on November 18, 2025; 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 February 3, 2026.

William C. (Billy) Sehmel, Board President

Kurt Grimmer, Board Clerk

Attest: Amanda Walston



Attachment A to Resolution C2026-002

For the period beginning 12/29/2025 and ending 12/29/2025

Voucher # 251205001 through # 251205026 is approved for payment in the amount of \$135,419.42.

and

For the period beginning 01/06/2026 and ending 01/06/2026

Voucher # 260101001 through # 260101006 is approved for payment in the amount of \$314,214.38.

and

For the period beginning 01/13/2026 and ending 01/13/2026

Voucher # 260102001 through # 260102022 is approved for payment in the amount of \$152,285.54.

and

For the period beginning 01/20/2026 and ending 01/20/2026

Voucher # 260103001 through # 260103011 is approved for payment in the amount of \$10,721.19.



DISTRICT COMMISSION MEMO

To: Board of Park Commissioners

Through: Ally Bujacich, Executive Director

Through: John Laughery, Director of Park Services

From: Dave Klipp, Project Manager

Date: February 3, 2026

Subject: **Resolution P2026-001 Authorizing the Executive Director to Sign the Architecture/Engineering Agreement for Narrows Accessibility and Park Improvements with Jones and Jones Architects and Landscape Architects, Ltd.**

Background

The 2023 Parks, Recreation, and Open Space Plan identified accessibility and park improvements at Narrows Park as a project priority. The Board of Park Commissioners passed Resolution RR2024-011 adopting the 2025 Annual Capital Budget and Capital Improvement Plan, which allocated a total project budget of \$650,000 for the Narrows Park Accessibility and Park Improvements project.

The Recreation and Conservation Office (RCO) Board passed Resolution 2025-15 on June 24, 2025 approving grant awards for 2025-27. RCO approved the Aquatic Lands Enhancement Account (ALEA) grant #24-1766 in the amount of \$500,000, increasing available funding for the project. The Park Board subsequently passed Resolution RR2025-005 amending the capital budget and increasing the total approved project budget to \$1,150,000 to support the project's goals to provide saltwater beach access for people of all abilities by replacing the existing beach pathway with an accessible path, and to provide enhanced park amenities including restrooms and a picnic shelter.

Improvements will consist of restroom facilities, new gazebo, new picnic shelter, stormwater improvements, a vehicle gate and upgraded paths that meet or exceed accessibility guidelines and requirements. Design services are required to develop plans and specifications, lead the permitting process through final permitting, support the bid process and provide construction support services.



The project budget is summarized below:

Project Budget Summary	
A&E Design, Permitting, Bid & Construction Support	\$215,500
Other Soft Costs (WSST, permits, fees, contingency, etc.)	\$304,500
Maximum Allowable Construction Cost (MACC)	\$630,000
Total project budget	\$1,150,000

On March 25, 2025 PenMet Parks issued a Request for Qualifications (RFQ No. PS-2025-210) to provide expertise in waterfront accessibility, Americans with Disabilities Act (ADA)-compliant pathways, restrooms and picnic shelter design for Narrows Park to 337 firms registered on the MRSC Roster in accordance with Policy P40-102: Purchasing Policy. Two statements of qualification were received by the deadline of April 9, 2025. A selection committee was formed to evaluate submittals and Jones and Jones was identified as the most qualified firm. District staff negotiated an agreement in an amount not to exceed \$215,500, excluding Washington State Sales Tax, which is within the total project budget.

Policy Implications/Support

1. The Board approved Resolution RR2024-011 adopting the 2025 Capital Budget and Capital Improvement Plan and Resolution RR2025-005 adopting the amended 2025 Capital Budget, which allocated funding for the Narrows Park Accessibility Improvements and Restroom project.
2. Policy P10-101: Board Policy and Procedures states, in part, that the Peninsula Metropolitan Park District is accountable to its citizens for its use of public dollars.
3. Completing this project will advance District goals and objectives, including:
 - Effectively manage and maintain assets to preserve existing infrastructure to provide parks and recreation opportunities for the community.
 - The 2023 Parks, Recreation, and Open Space Plan identifies completing accessibility and restroom improvements at Narrows Park to advance the District's goal to deliver high-quality parks and recreation facilities.



Staff Recommendation

Staff recommends the Board pass Resolution P2026-001 authorizing the Executive Director to sign the architectural/engineering agreement for the Narrows accessibility and park improvements project with Jones and Jones in an amount not to exceed \$215,500.

Staff Contact

If you have any questions or comments, please contact John Laughery 253-319-0741 or via e-mail at jlaughery@penmetparks.org.

Attachments:

Exhibit A: Resolution P2026-001



Peninsula Metropolitan Park District

RESOLUTION NO. P2026-001

**AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN THE
ARCHITECTURE/ENGINEERING AGREEMENT FOR NARROWS PARK
ACCESSIBILITY AND PARK IMPROVEMENTS WITH JONES AND JONES
ARCHITECTS AND LANDSCAPE ARCHITECTS, LTD.**

WHEREAS, the 2023 Parks, Recreation, and Open Space Plan identified accessibility and park improvements at Narrows Park as a project priority to advance the District's goal to provide high-quality parks and recreation facilities; and

WHEREAS, the Peninsula Metropolitan Park District Board of Park Commissioners passed Resolution RR2025-005 adopting the amended 2025 Capital Budget, which included the Narrows Park accessibility and park improvements with a total approved project budget in the amount of \$1,150,000; and

WHEREAS, PenMet Parks followed Policy P40-102: Purchasing Policy to procure architectural/engineering services for the Narrows Park accessibility and park improvements project using a Request for Qualifications (RFQ No. PS-2025-210) process; and

WHEREAS, a Selection Committee was formed and identified Jones and Jones as the most qualified firm, and

WHEREAS, PenMet Parks negotiated an agreement with Jones and Jones in an amount not to exceed two hundred fifteen thousand, five hundred dollars (\$215,500) to provide necessary architectural and engineering services required to complete the project

NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners, that the Executive Director be authorized to sign the architectural/engineering agreement for the Narrows Park Accessibility and Park Improvements project with Jones and Jones Architects and Landscape Architects, LTD. in an amount not to exceed two hundred fifteen thousand, five hundred dollars (\$215,500), excluding applicable WSST, in substantially the form attached as Exhibit A.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on February 3, 2026.



William C. (Billy) Sehmel, Board President

Kurt Grimmer, Board Clerk

Attest: Amanda Walston

Peninsula Metropolitan Park District



ARCHITECTURAL/ENGINEERING AGREEMENT Narrows Park Accessibility Improvements

THIS AGREEMENT is dated this ___ day of _____ 2025 (for reference purposes only), by and between the Peninsula Metropolitan Park District, hereinafter called "PenMet Parks" and Jones and Jones Architects and Landscape Architects, Ltd., whose address is 105 South Main Street, Suite 300, Seattle, WA 98104, hereinafter called the "A & E".

WITNESSETH:

WHEREAS, PenMet Parks proposes to proceed with the design of Narrows Park Accessibility Improvements, hereinafter referred to as the "Project" at a maximum allowable construction cost as defined in Article V, and hereinafter referred to as "M.A.C.C.", not to exceed Six Hundred Thirty Thousand and 00/100 Dollars (\$630,000.00). The M.A.C.C. shall be adjusted only by written amendment to this Agreement. The M.A.C.C. does not include professional fees or Washington State Sales Tax.

WHEREAS, the A & E represents it and its personnel are licensed by the State of Washington to perform the services required by this Agreement.

NOW, THEREFORE, PenMet Parks and the A & E, for the consideration hereinafter named, agree as follows:

The A & E shall provide professional services for the project as hereinafter set forth in this Agreement, and for the fee(s) as set forth in Exhibit A, subject to Conditions of the Agreement.

		ANTICIPATED COMMENCEMENT <u>DATE</u>	ANTICIPATED COMPLETION <u>DATE</u>
1.	<u>PHASE</u> Schematic Design Phase	Feb 4, 2026	Apr 3, 2026
2.	Design Development Phase	Apr 13, 2026	Nov 20, 2026
3.	Contract Document Phase	Dec 1, 2026	Jan 31, 2027
4.	Bidding and Construction Phase	TBD, 2027	Sept. 30, 2027
	Total Basic Fee for Architect/Engineer	\$215,500	

CONDITIONS OF THE AGREEMENT

Article I: PenMet Parks' Responsibilities

A. In consultation with PenMet Parks' Board of Park Commissioners and staff, the A & E shall develop a written Program of Requirements for the Project. PenMet Parks shall approve the final Program of Requirements. PenMet Parks' standards for construction, if any, shall be considered a part of the program requirements. Should PenMet Parks make any modifications to the Program of Requirements after the Program of Requirements has been approved, PenMet Parks shall forward to the A & E written copies of such modifications as soon as practical. The preparation of the Program of Requirements shall be part of the Schematic Design Phase.

- B. PenMet Parks shall furnish to the A & E sample construction contract documents containing PenMet Parks' contract requirements and provisions.
- C. PenMet Parks shall furnish to the A & E documents and information in its possession and related to the Project as requested by the A & E. PenMet Parks will provide a survey of the property, and any existing site construction drawings to the A & E.
- D. PenMet Parks shall furnish information, approvals, and services required of PenMet Parks as expeditiously as reasonably necessary for the orderly progress of the work.
- E. PenMet Parks shall designate a representative authorized to act in its behalf. The representative will examine documents submitted by the A & E, render decisions and advise the A & E promptly to avoid unreasonable delay in the progress of the A & E's work. PenMet Parks' representative for this project will be David Klipp (e-mail: dklipp@penmetparks.org).
- F. PenMet Parks shall arrange and pay for the required advertisements and reproduction for bid for the construction of the Project.
- G. PenMet Parks shall follow the procedure of issuing orders to contractors only through the A & E except in case of emergency threatening injury to persons or property or when PenMet Parks' policies, personnel, or property are involved, in which case PenMet Parks will promptly notify the A & E of the action taken.
- H. Field representatives of PenMet Parks will make routine on-site observations. They shall consult with the A & E on problems as they may arise and be available to assist the A & E in matters relative to coordinating the progress of the work.
- I. PenMet Parks shall furnish such legal, accounting and insurance counseling services as may be necessary for PenMet Parks use on the Project and such auditing services as PenMet Parks may require to ascertain how, or for what purposes, the A & E and any consultants and sub-contractors have used the moneys paid to them under this Agreement and have complied with the terms of this Agreement. PenMet Parks is not responsible for providing legal or accounting services or insurance for the benefit or protection of the A & E.

A & E'S SERVICES

Article II: Basic Services of A & E

A. General Items

- 1. Reserved.
- 2. Consultants:

a. The A & E has designated and PenMet Parks' has approved the following consultants:

Perteet, Inc.
 Lund-Opsahl
 Wilkerson Septic

A & E shall be responsible for contracting with the consultants and coordinating their work. PenMet Parks will reimburse A & E for the cost of those consultants in an amount not to exceed the amounts specified on Exhibit "A", unless otherwise approved by PenMet Parks, in writing.

- b. Upon written request, the A & E shall furnish a copy to PenMet Parks of the A & E's contract(s) with consultant(s).
 - c. The A & E's consultants shall give written acknowledgment of receipt of the Program of Requirements as finally approved by PenMet Parks.
 - d. The A & E shall indemnify PenMet Parks and hold it harmless from any and all claims made by such consultants pertaining to services provided under the terms of this contract.
3. The A & E shall furnish prior to the construction phase notice of all tests required by the appropriate building code or local, state or federal agency as part of the basic fee paid to the A & E. During construction, PenMet Parks will have the option of contracting with an independent testing lab to perform material testing procedures or it may direct the A & E to contract such work on a reimbursable basis.
 4. The A & E shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the A & E in writing to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents as described in this Article II, Section D, Paragraph 12. However, the A & E shall not be required to make exhaustive or continuous on-site inspections to check the quality and quantity of the work. On the basis of such on-site observations, as an architect/engineer, the A & E shall keep PenMet Parks informed of the progress and quality of the work, and shall endeavor to guard PenMet Parks against defects and deficiencies in the work of the contractor. The A & E shall visit the site as described in the Scope of Work to monitor construction quality for a period of not less than one-half (½) hour at a minimum unless directed otherwise by PenMet Parks.
 5. The A & E shall provide to PenMet Parks for review and approval complete sets in Portable Document Format (.pdf) of the documents upon completion of each phase of the A & E's services. The A & E shall provide the drawings necessary to the proper local, state, and federal agencies as deemed necessary to secure proper building permits without additional compensation. If additional copies are furnished, whether for PenMet Parks, for bidding or otherwise, the A & E shall be reimbursed for them in accordance with Articles III, IX, and XIII.
 6. The A & E, at such time and in such form as PenMet Parks may require, shall furnish PenMet Parks with periodic reports pertaining to the services and deliverables undertaken pursuant to this Agreement. The A & E will make available to PenMet Parks all work-related accounts and records for auditing, monitoring, or evaluation during normal business hours.
 7. Should PenMet Parks require the A & E to serve as a witness on behalf of PenMet Parks in any legal matter pertaining to this Project, the A & E shall be paid on a reimbursable basis.

B. Schematic Design Phase

1. The A & E shall, within five (5) working days after award of this Agreement, establish, and furnish to PenMet Parks, a written proposed time schedule for the Project's design phases. Such schedule shall provide for a construction phase completion date of Sep 30, 2027. It shall be the A & E's responsibility to inform PenMet Parks in writing in a timely manner of any proposed deviations from the written schedule once agreed upon in writing by the A & E and PenMet Parks.
2. The A & E shall prepare a proposed Program of Requirements in accordance with Paragraph A of Article I above. The A & E shall consult with PenMet Parks, or PenMet Parks' designated

representative, to ascertain and confirm the general and detailed requirements for the Project as indicated in the Program of Requirements as finally approved by PenMet Parks.

3. The A & E shall prepare schematic design documents in sufficient detail to allow for an informed decision to be made by PenMet Parks regarding the A & E's recommended design. The schematic design documents shall include studies of the site plan, plans, elevations, sections, and outline specifications sufficient to indicate site conditions, plan arrangements and the general scope and character of the Project. These documents shall also include descriptions of the proposed mechanical, electrical and structural systems, if any, and the kinds and quality of materials.
4. The A & E shall submit to PenMet Parks a written statement of the probable total Project cost at the projected time of bid, substantially in such detail and form as provided on the Initial Project Estimate.
5. The A & E shall secure PenMet Parks' prior written approval of the Schematic Design Phase before proceeding with the Design Development Phase.

C. Design Development Phase

1. Upon the approval of schematic design documents, the A & E shall prepare and submit for PenMet Parks' approval design development documents, consisting of plans, elevations and other preliminary drawings, and outline specifications required to establish and illustrate the size and character of the entire Project. The design development documents shall contain a description of the kinds of materials, type of structural, mechanical and electrical systems, and such work as may be required, including a description of equipment items that will be furnished under the construction contracts, and a proposed time schedule for the Project through completion of construction.
2. The A & E shall prepare a *site development check list*, then as the design progresses into the design development phase, attend a *pre-submittal conference* where specific requirements will be addressed by all five County Departments and the Health Department. These comments will be incorporated into the final design for the Project.
3. The final design development drawings shall be prepared in a form and style suitable for presentation and reproduction. If the A & E is requested to provide brochures or special graphic presentations, he shall be reimbursed therefor in accordance with Articles III, IX, and XIII.
4. A revised construction cost estimate based upon the final design development drawings shall be prepared by the A & E in sufficient detail and projected to a time of bid in such detail and such form as required in Article II, Section B, Paragraph 4 of this Agreement, to give reasonable assurance that costs will be within the M.A.C.C. as stipulated. If the cost estimate is less than the M.A.C.C., the M.A.C.C. may be revised by PenMet Parks. Should the cost estimate exceed the M.A.C.C. by greater than 5%, the A & E shall, without any additional compensation, work with PenMet Parks to identify options that would allow the cost estimate to be reduced to less than the M.A.C.C. and produce revised documents accordingly upon approval of the modifications by PenMet Parks.
5. PenMet Parks will not require the Design Development documents to include a Life Cycle Cost Analysis on any Project with a gross area of 3,000 square feet or more. A proposal by A & E for preparation of this analysis, and probable costs, shall be in accordance with Articles III, IX, and XIII and shall be paid for as an extra service if requested by PenMet Parks.

6. The A & E shall not proceed with Section II D and/or Section II E until an addendum to this Agreement has been executed giving express written authorization by PenMet Parks to the A & E to proceed with the requirements as listed in this Agreement for Article II Section D and/or Article II Section E.

D. Contract Documents, Permitting and Bidding Phase

1. Upon PenMet Parks' written approval of design development documents (with such modifications as may be necessary and noted in writing), the A & E shall prepare working drawings, specifications and other contract documents setting forth in detail the work to be done in constructing the Project. Such documents shall describe materials, workmanship, finishes, methods of construction, equipment and the conditions affecting the work all as required for securing complete and proper guidance for all divisions of the construction work.
2. The A & E, in preparation of this phase of the work, shall follow in every respect the scope and form of the Project as set forth in the approved design development phase except that changes may be made at the written request of/or with the written consent of PenMet Parks. Changes requested by PenMet Parks may be made subject to agreement for extra services as set forth in Articles III, IX, and XIII. The A & E shall submit to PenMet Parks in writing any indicated adjustments in the M.A.C.C. arising from more detailed development of the design of the Project or from approved changes in the scope or requirements for the Project. Changes requested by the A & E and approved in writing by PenMet Parks shall be made without charge to PenMet Parks unless charges are agreed to in writing by PenMet Parks prior to the execution of any changes requested by the A & E.
3. PenMet Parks' Contract for Construction and General Conditions for Public Works Projects, as furnished by PenMet Parks, shall be made a part of the specifications.
4. All tracings constituting the contract drawings shall be prepared in electronic CAD files or by other means approved by PenMet Parks. All contract documents, drawings, and specifications shall be the property of PenMet Parks.
5. The A & E shall submit pdf's of the completed working drawings, pdf's of the specifications, pdf's of the structural, mechanical, electrical and other system calculations, and a final statement of the probable total Project costs of major categories of work for PenMet Parks' checking and written approval. The A & E's written cost estimate shall include an itemization of the alternate bids proposed, and the estimated costs to be added to or deducted therefrom.
6. PenMet Parks is relying on the A & E to provide complete documents which comply with all laws, regulations and standards of the relevant industries. Review and written approval of the drawings, specifications and calculations and other construction documents by PenMet Parks shall not relieve the A & E of any responsibility for their completeness and accuracy, compliance with applicable building codes, compliance with shoreline, aquatic, and land use restrictions, or other laws or regulations governing design and construction of this Project in effect at the time of preparation of the construction documents.
7. When requested in writing by PenMet Parks, the A & E shall prepare the working drawings and documents in a form for securing separate bids for general, electrical, mechanical and other systems work. Documents for securing separate bids on other major divisions of the construction work shall be prepared upon such terms as PenMet Parks may request or as the parties hereto may agree in writing. In the event of such request or agreement, the A & E will be reimbursed for such services in accordance with Articles III, IX, and XIII.
8. Permitting. After approval of the drawings and before specifications and the final statement of probable total Project cost, and when authorized in writing by PenMet Parks, the A & E

shall prepare all necessary applications for permits for the Project, submit them to the appropriate agencies for approval and assist PenMet Parks in obtaining all necessary permits. PenMet Parks will pay to the appropriate permitting agencies all filing fees associated with the permitting. The A & E shall keep PenMet Parks informed of the status of the permitting process and consult with PenMet Parks on any changes to the approved drawings and/or specifications required by a permitting agency.

9. After obtaining the necessary permits and when authorized in writing by PenMet Parks to call for bids, the A & E shall provide four (4) copies of the permitted drawings and specifications for PenMet Parks' use. In addition, the A & E shall provide to PenMet Parks one (1) complete reproducible set of drawings and specifications in such form as PenMet Parks deems necessary for reproduction by PenMet Parks for use in bidding of the Project.

10. Bidding. In consultation with PenMet Parks and in compliance with the law, PenMet Parks shall:

- a. Prepare, issue and publish the request for bids for the Project.
- b. Issue the bid documents to bidders. Bidders shall be instructed to provide their bids to PenMet Parks.

The A & E shall:

- c. Respond to questions from bidders regarding the Project. Prepare and issue addenda as necessary to clarify the Project requirements.
- d. Prepare tabulations of bidders, attend the bid opening and generally assist PenMet Parks by advising PenMet Parks on bids submitted by contractors and in evaluation of the bids.

11. In the event that the lowest bona fide bid received exceeds the M.A.C.C. by 10% or more, the A & E agrees to revise the drawings if so requested by PenMet Parks in order to bring the construction costs within the M.A.C.C., with no additional compensation to the A & E. PenMet Parks, in this event, will cooperate with the A & E to make reductions in the scope of the Project. If the lowest bona fide bid received exceeds the M.A.C.C. but is below 10% of the M.A.C.C, then PenMet Parks at its discretion may execute an amendment that directs the A & E to work with PenMet Parks to make reductions in the scope of the project. Additional fees for such an amendment shall not exceed 3% of total design fees shown in Exhibit A. In the event the A & E is unable to bring the Project within the M.A.C.C., this Agreement is subject to termination in accordance with Article XII, Section A, in which case payment of any fees beyond fees earned in the performance of paragraph D.8 above shall be deemed unearned.

12. The term "Contract Documents" includes all of the documents specified in this Section D paragraphs 1 – 11, the contractor or agreement with the contractor, and any amendments to the aforementioned documents.

E. Construction Phase

1. Commencement.

- a. The construction phase will commence with the award of the contract for construction and will terminate upon final acceptance of the work by PenMet Parks. After formal award of the construction contract by PenMet Parks, the A & E, if requested by PenMet Parks, shall assist in preparing the construction contracts, seeking verification of and securing required bonds and certificates of insurance from the contractors, and verifying references of contractors.

- b. PenMet Parks will issue to the successful contractor(s) written formal notices to proceed with the work. The A & E and PenMet Parks shall assist the contractor in obtaining building permits and shall make all corrections to the construction documents required by the Building Department Plan Review or other governmental authorities.
2. During the progress of construction, the A & E shall perform services including, but not limited to:
 - a. Reviewing of drawings, samples, and other submissions of contractor(s) for design conformance with approved Contract Documents.
 - b. Securing, analyzing and recommending disposition of proposals from the contractor(s) for changes in the work and in preparing change orders, and in obtaining PenMet Parks' written concurrence in all such approvals to be granted contractors. The A & E shall have the authority to order minor changes in the work not involving an adjustment in the contract sum or extension of contract time and which are not inconsistent with the intent of the Contract Documents.
 - c. Based on the A & E's observations at the site and on the contractor's application for payment, the A & E shall determine the amount owing to the contractor(s) and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the A & E to PenMet Parks, based on the A & E's observations at the site as provided in Article II, and on the data comprising the Application for Payment, that the work has progressed to the point indicated. The A & E shall certify that the quality of the work is in accordance with the Contract Documents and to any specific qualifications stated in the Certificate for Payment; and that the contractor is entitled payment in the amount certified. By issuing a Certification for Payment, the A & E shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the contractor has used the moneys paid on account of the contract sum.
 - d. Obtaining and checking contractor's construction schedules, requesting compliance therewith, and promptly notifying PenMet Parks and contractor in writing of non-compliance.
 - e. The A & E shall establish with PenMet Parks a mutually satisfactory schedule for the A & E and for the structural, mechanical, and electrical engineers to visit the Project and submit reports on each visit. Status reports shall be made on a form designated by PenMet Parks. The A & E shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. As defined in the Scope of Work, site visits and reports will be provided as part of the Basic Services of A & E.
 - f. Selecting finish materials and colors and preparing color schedules for the interior and exterior walls, floors, ceilings, and roofs for PenMet Parks' written approval.
 - g. Promptly advising PenMet Parks in writing of any omissions, substitutions, defects or deficiencies noted in the work of any contractor, subcontractor, or materialman on the Project at the time of site visits.
 - h. Advising PenMet Parks to reject any work on the Project that does not conform to the Contract Documents.

- i. Preparing check lists of corrective items, making final inspections and certifying completion of the Project and compliance with contract terms.
 - j. Obtaining and delivering to PenMet Parks all contractor prepared as-built drawings, written guarantees, manuals and instructions required in the construction check list and prior to final acceptance.
3. The A & E shall in writing promptly notify PenMet Parks and contractor in the event the contractor fails to follow A & E's instructions or the Contract Documents. The A & E shall have authority to reject work which does not conform to the Contract Documents. Whenever the A & E considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, he shall have the authority to require special inspection or testing of any work in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed.
 4. In the event the A & E is requested or authorized in writing by PenMet Parks to prepare drawings and/or specifications for change orders, reimbursement shall be as stipulated in Article VIII.
 5. Upon completion or termination of this Agreement, all pdf and digital drawings, tracings and copies of specifications, manuals, guarantees, warranties, sample materials, including change order tracings and contractor-marked reproducible showing concealed as-built changes, shall be delivered to PenMet Parks prior to any final payment due the A & E. Upon specific request of PenMet Parks, before delivering the tracings, the A & E shall prepare a set of drawings showing significant changes in the work made during the construction process. The cost of such specific request will be an extra service to be reimbursed to the A & E by PenMet Parks.
 6. The A & E acknowledges that the drawings, tracings, slides, specifications, materials, notes or other related work items that are produced as part of the work authorized by the Agreement and for which compensation has been paid to the A & E by PenMet Parks shall be the property of PenMet Parks.
 7. The A & E acknowledges that PenMet Parks has the right to utilize any or all of the work materials produced as part of the work authorized by this Agreement, including construction drawings and documents, in part or in whole, on other projects of PenMet Parks without additional compensation. In the event PenMet Parks does utilize such work materials, it shall be at PenMet Parks' own risk and PenMet Parks shall hold harmless the A & E for errors and omissions arising out of a subsequent use of the work materials.
 8. The A & E shall respond on a timely basis to PenMet Parks concerns brought to the A & E's attention during the twelve-month guarantee period. The A & E and PenMet Parks agree that requests for on-site visitation shall be done on a reasonable basis. The A & E shall work with PenMet Parks in securing corrections of defects that become apparent and shall make a final inspection of the Project prior to the expiration of the guarantee period.

Article III: Extra Services of A & E and Reimbursable Expenses

- A. Payment for extra services shall be as provided in Article IX; however, no payment for extra services shall be made unless such extra services are approved in writing by PenMet Parks as part of an addendum to this Agreement prior to the performance of such services.
- B. The following services and reimbursable expense items performed or furnished by the A & E shall be paid by PenMet Parks in addition to the basic fee:

1. Preparing or assisting in the preparation of revisions to the Program of Requirements after the same has been approved, provided such assistance is not necessitated by the A & E's inability to bring project costs within the M.A.C.C.
2. Should a full-time Project representative of the A & E be required in lieu of provisions of Article II, Section A, paragraph 4 and Article II, Section E, paragraph 2, extra compensation of such services shall be based upon additional direct payroll costs or as may be modified herein.
3. Providing consultation or contract administration respecting replacement of any work damaged by fire or other cause during construction or providing professional services or arranging for the work to proceed should the contractor become delinquent or insolvent or terminated by PenMet Parks.
4. Except for services provided under Article II, Section E, Paragraph 2(f) above, providing interior design and other services required for or in connection with the selection of furniture and furnishings.
5. Providing design services relative to future facilities, system and equipment which were not defined in the initial program and are not intended to be constructed as part of the Project.
6. Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with other construction to be performed by PenMet Parks.
7. Making measurements or drawings of existing construction when required for planning new additions or alterations thereto.
8. Providing extensive assistance in the utilization of equipment or system(s).
9. Providing services after issuance to PenMet Parks of the final Certificate of Payment, except as in Article II, Section E, paragraph 5.
10. Providing contract administration and observation of construction after the construction contract time has been exceeded or extended by more than 50% of the contract time if such delay is caused solely by PenMet Parks or the General Contractor.
11. Revising previously approved drawings or specifications to accomplish changes directed by PenMet Parks. However, no compensation for extra services shall be paid for revisions or bid alternates required to bring the construction cost within the approved M.A.C.C., except as described in Article II, paragraph D.11.
12. Incorporating changes in utilities or other items into the record prints if requested by PenMet Parks under Article II, Section E, paragraph 4.
13. Providing brochures, special graphic presentations, or detailed professionally built architectural models in addition to the work previously agreed to in this Agreement.
14. Costs and expense shown by the A & E to have been incurred by him in connection with preparing the Project for temporary discontinuance by written direction of PenMet Parks or in connection with recommencement of the Project after any period during which it was so discontinued.
15. Preparation of life cycle cost analysis.

- 16. Preparation of environmental impact statement, if specifically requested in writing by PenMet Parks.
- 17. A & E services provided for change orders during construction phase shall be paid as follows:
 - a. Change orders initiated by PenMet Parks shall be paid at the rates set forth in Article XIII Section A below, but not to exceed 16% of the actual additional cost of the work required by the change order.
 - b. Change orders initiated by the A & E to correct design deficiencies shall be done at no cost to PenMet Parks.
- 18. The A & E shall be reimbursed for the additional work necessary in the preparation of separate bid documents where PenMet Parks requests separate bidding of construction phases.

Article IV: Ownership And Use Of Documents

All designs, drawings, specifications, reports, data, and other documents delivered to PenMet Parks hereunder shall, upon such delivery, be deemed to be instruments of service for this Project. The A & E acknowledges that the drawings, tracings, slides, specifications, electronic CAD files, electronic specification files, materials, notes or other related work items that are produced as part of the work authorized by this Agreement and for which compensation has been paid to the A & E by PenMet Parks shall be the property of PenMet Parks. The A & E acknowledges that PenMet Parks has the right to utilize any or all of the work materials produced as part of the work authorized by this Agreement, including construction drawings and documents, electronic files, in part or in whole, on other projects of PenMet Parks without additional compensation. In the event PenMet Parks does utilize such work materials, it shall be at PenMet Parks' own risk and PenMet Parks shall hold harmless the A & E for errors and omissions arising out of a subsequent use of the work materials.

COST DETERMINATION

Article V: Maximum Allowable Construction Cost (M.A.C.C.) Defined

The Maximum Allowable Construction Cost, as stipulated on Page 1 herein or as amended, is defined as the total sum available to PenMet Parks for construction purposes not including A & E fee, State of Washington Sales Tax, professional fees, PenMet Parks' Project contingency funds, and all other charges incidental to the Project. The M.A.C.C. may be increased or decreased from time to time by PenMet Parks in accordance with the provisions of this Agreement. Such change in M.A.C.C. shall not affect the A & E fee, unless agreed to in writing.

Article VI: A & E's Estimates of Cost

It is understood that the A & E does not guarantee its estimates of the construction costs. The A & E shall notify PenMet Parks in writing at any time it believes that the Project costs will vary from the M.A.C.C. stated on Page 1, or as amended per this Agreement. The A & E's written explanation shall include a detailed explanation and shall contain suggestions for bringing the Project costs within the M.A.C.C. PenMet Parks shall be responsible for changing the program of requirements to allow project to stay within M.A.C.C.

Article VII: Compensation Determination Defined

The total basic fee payable to the A & E for all phases of design and construction shall not exceed Two Hundred Fifteen Thousand Five Hundred DOLLARS (\$215,500), together with charges provided for pursuant to Article III above. Any request for payment in excess of that amount shall automatically be

rejected unless, prior to performing the service, the A & E has obtained express written approval from PenMet Parks for such services and written approval of the additional cost.

PAYMENT PROCEDURE

Article VIII: Payment to A & E for Basic Services

- A. Payments on account of the A & E's basic services shall be based on the amounts specified on Exhibit A.
- B. Payment for the Schematic Design Phase and Design Development Phase shall be made not more often than a monthly basis. The payments shall be based upon the percentage of each phase completed by the A & E at the time of the billing multiplied by the total amount due for the phase. Certification by the A & E that such work has been completed shall be required prior to any payments authorized by PenMet Parks to the A & E. PenMet Parks shall approve of all work prior to the payment to the A & E.
- C. Payment for the Contract Document and Bidding Phase shall be made not more often than a monthly basis. The payments shall be based upon the percentage of each phase completed by the A & E at the time of the billing multiplied by the total amount due for the phase. Certification by the A & E that such work has been completed shall be required prior to any payments authorized by PenMet Parks to the A & E. PenMet Parks shall approve of all work prior to the payment to the A & E.
- D. Payment for the Construction Phase shall be made no more often than monthly in proportion to the gross progress payments to the contractors.
- E. Payment terms are net 30 days from receipt of invoice.
- G. No deduction shall be made from the A & E's compensation on account of penalties, liquidated damages or other sums withheld from the contractor(s) through no fault of the A & E.
- H. Payment for change orders.
 - 1. The A & E agrees that as a technique of bidding to secure best possible bid price on construction, the A & E and PenMet Parks shall agree on items to be bid as additive or deductive alternates to the basic bid. There shall be no cost to PenMet Parks to accomplish such bidding techniques.
 - 2. Payment shall not be made for change orders which are required as a result of errors or omissions by the A & E, nor shall such change orders be included in the actual construction cost of the Project for purposes of computing the A & E's fee.
 - 3. PenMet Parks and A & E agree that change orders as described in Article III, Section B paragraph 17 shall be paid as follows:
 - a. Separate bid additive or deductive alternates not taken shall be paid at the rates set forth in Article XIII Section A below, but not to exceed 30% times 16% times the estimated construction cost.
 - b. Separate bid additive or deductive alternates taken shall be paid at the rates set forth in Article XIII Section A below, but not to exceed 100% times 16% of actual construction cost.
- I. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, to have been improperly invoiced.

Article IX: Payment to A & E for Extra Services and Reimbursable Expenses

- A. Payments for reimbursable expenses shall be made monthly upon presentations of the A & E's statement.
- B. Payments for extra services of the A & E as defined in Article III shall be made on the basis of the formulas set forth herein, unless the parties have agreed upon a specific sum prior to the commencement of any extra services pursuant to the criteria in the written approval of PenMet Parks.
- C. When requesting payment for extra services or reimbursable expenses, the A & E shall submit an itemized billing showing unit cost and quantity of each item billed. Copies of supportive invoices shall be attached.
- D. In the event the A & E and PenMet Parks cannot agree to a sum for extra services, PenMet Parks reserves the right to employ other means to accomplish the extra services.

Article X: Successors and Assigns

The A & E may assign a portion of his financial interest to a recognized financial institution for underwriting operations covered by this Agreement. Except as above, the A & E shall not assign, sublet or transfer his interest in this Agreement without the prior written consent of PenMet Parks. Any such assignment shall not affect PenMet Parks' right to assert offsets or damages against contract payments otherwise due.

Article XI: Non-Discrimination

Except to the extent permitted by a bona fide occupation qualification, the A & E agrees as follows:

- A. The A & E 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 A & E shall take affirmative action to insure 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, layoff or termination, establishing rates of pay or other forms of compensation and selection for training.
- B. The A & E shall in all solicitation for 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" in advertisements shall constitute compliance with this section.
- C. The A & E 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 related to this Agreement.

In the event of non-compliance by the A & E with any of the non-discrimination provisions of this Agreement, PenMet Parks will have the right, at its option, to cancel the Agreement in whole or in part. If the Agreement is canceled after partial performance, PenMet Parks will only be obligated to pay that portion of the total work authorized under this Agreement that is satisfactorily completed and usable as of date of termination.

Article XII: Termination of Agreement

A. Termination by PenMet Parks.

1. If, through any cause, the A & E shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the A & E shall violate any of the covenants, agreements, or stipulations of the Agreement, PenMet Parks will thereupon have the right to terminate this Agreement by giving written notice to the A & E of such termination and specify the effective date thereof, at least five (5) calendar days before the effective date of such termination.
2. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the A & E shall, be delivered to, and become the property of, PenMet Parks within ten (10) calendar days of the effective date of the termination of this Agreement. All finished documents shall contain the A & E's license/registration stamp or seal.
3. Provided the work need not be modified by another architect or engineer, the A & E shall be entitled to receive compensation for any phase completed and for any satisfactory work complete on documents and other materials as to a pending phase.
4. Notwithstanding the above, the A & E, shall not be relieved of liability to PenMet Parks for damages sustained by PenMet Parks by virtue of any breach of the Agreement by the A & E. Damages shall include the cost of a replacement architect/engineer less any sums which would have been owing under this Agreement if the A & E had completed this Agreement. PenMet Parks may withhold reasonable amounts of the payment to the A & E for the purpose of setoff until such time as the exact amount of damages due PenMet Parks from the A & E is determined. The A & E shall refund to PenMet Parks any amounts paid but unearned by virtue of the termination.
5. PenMet Parks may terminate this Agreement without cause at any time by a notice in writing to the A & E. In that event, all finished or unfinished documents and other materials as described in Article XII, Section A, Paragraph 2 above, shall be delivered to and become property of PenMet Parks within ten (10) calendar days of the effective date of termination of this Agreement. All finished documents shall contain the A & E license/registration stamp or seal. If the Agreement is terminated by PenMet Parks as provided herein, the A & E shall be paid for each phase completed, plus an amount which bears the same ratio of the work completed at the time of termination to the total services of the A & E required by this Agreement as to a pending phase.

B. Termination by the A & E.

1. The A & E may terminate this Agreement at any time by a notice in writing from the A & E to PenMet Parks. The parties acknowledge, however, that it will be difficult for a new architect or engineer to carry out design concepts commenced by A & E, the degree of difficulty depending upon the stage at which termination occurs. In some circumstances, it may be necessary for the replacement architect or engineer to have to start at the initial or at least an earlier stage.
2. Therefore if the A & E terminates without cause, the A & E shall be responsible for the cost of a replacement architect or engineer less any sums which would have been owing under this Agreement if the A & E had completed this Agreement.
3. If the A & E terminates for cause, the A & E's compensation for the work shall be paid for each phase completed, plus an amount which bears the same ratio of the usable work product completed at the time of termination to the total services of the A & E required by this

Agreement as to a pending phase. Cause shall mean the wrongful refusal of PenMet Parks to pay the A & E in accordance with this Agreement.

- 4. In the event of termination with or without cause, all finished and unfinished documents and other materials as described in Article XII, Section A, Paragraph 2 above shall, shall be delivered to and become property of PenMet Parks within ten (10) calendar days of the effective date of termination of this Agreement. All finished documents shall contain the A & E's license/registration stamp or seal.

Article XIII: Special Conditions

A. Rates for Extra Services:

- 1. When the A & E is requested by PenMet Parks to perform extra services, the following standard hourly rates shall apply:

Principal Architect	\$ 200.00 /hour
Project Architect	\$ 145.00 /hour
Senior Project Manager	\$ 165.00 /hour
Project Manager 2	\$ 145.00 /hour
Senior Designer Land Architect	\$ 158.50 /hour
Designer 2 Architecture/Land Arch	\$ 122.75 /hour
Designer 1 Architecture/Land Arch	\$ 114.50 /hour
Administrative	\$ 98.00 /hour

- 2. Consultant Supervision and Handling Fee 4.5% of billing fee from consultant.

- 3. Cost of authorized reimbursable items on the basis of actual invoices.

Payment requests for extra services and reimbursable expenses shall reference the required written authorization and shall include an itemized billing indicating unit cost and quantity of each item billed, copies of supportive invoices, and/or such other supplemental data as may be required by the authorization.

- B. Notice to Proceed: It is agreed that the A & E shall not begin work until receiving a written Notice to Proceed from PenMet Parks.

- C. Applicable law: The laws of the State of Washington shall govern the validity, performance, interpretation and enforcement of this Agreement. Should either party institute suit or arbitration for enforcement or interpretation of any provision contained herein, the venue of such suit or arbitration shall be in Pierce County, Washington, and A & E expressly consents to PenMet Parks' designating the venue of any such suit or arbitration. This Agreement shall not be construed either for or against the A & E or PenMet Parks, but this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

- D. 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.

- E. Integration: This Agreement is and shall be considered to be the only agreement between the parties hereto related to the subject matter herein. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein. There are no other

representations or warranties between the parties and all reliance with respect to representations is solely upon the representations and agreements contained in this document.

F. Amendment: This Agreement may be amended only in writing by the party against whom an amendment is being enforced. To be effective, any such amendment must be executed by the Executive Director or his designated representative on behalf of PenMet Parks.

G. Insurance:

1. A & E shall, prior to commencing work under this Agreement, provide to PenMet Parks certified copies of the following insurance policies, said policies to be maintained in force with insurers licensed to operate in the State of Washington and in a form to be approved by PenMet Parks:
 - a. Commercial General Liability Policy Including:
 - i. Premises/Operations Liability
 - ii. Products/Completed Operations Liability
 - iii. Blanket Contractual Liability and Personal Injury.
 - b. Errors and Omissions Liability Policy.
 - c. Automobile Liability Policy covering all owned, non-owned, hired and leased vehicles. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - d. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
2. The Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit. The Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$2,000,000 per accident. The above insurance policies, excepting the Errors and Omissions Liability Policy, shall name PenMet Parks as an Additional Insured thereunder as respects any operations of the A & E in connection with this Agreement.
3. These insurance policies, excepting the Errors and Omissions Liability Policy, shall be further endorsed substantially: "It is agreed that this insurance policy is primary over any insurance which may be carried by the Peninsula Metropolitan Park District, and it is agreed that the Peninsula Metropolitan Park District will be given not less than thirty (30) days' advance written notice of any termination of this policy."
4. The Errors and Omissions Policy shall not provide less than \$2,000,000 coverage and be endorsed substantially: "It is agreed that the Peninsula Metropolitan Park District of will not be given less than thirty (30) days' advance written notice of any termination of this policy."
5. The foregoing insurance coverage may not be canceled without prior written approval of PenMet Parks. Failure on the part of A & E to maintain the insurance as required shall constitute a material breach of the Agreement, upon which PenMet Parks may, after giving five business days' notice to the A & E 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 PenMet Parks on demand.

6. The A & E and PenMet Parks waive all rights against each other to the extent covered by insurance obtained pursuant to this Agreement. The policies shall provide such waivers by endorsement or otherwise.

H. Indemnity:

1. The A & E shall indemnify and hold PenMet Parks and its officials, officers and employees harmless from and shall process and defend at its own expense all claims, liabilities or suits at law or equity to the extent arising from the A & E's negligence, wrongful conduct or breach of any of its obligations under this Agreement, provided that nothing herein shall require the A & E to indemnify or defend PenMet Parks against and hold harmless PenMet Parks from claims, demands or suits based solely upon the negligent or wrongful conduct of PenMet Parks, its officials, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the A & E, its consultants, contractors, agents or employees, and (b) PenMet Parks, its officials, officers and employees, this indemnity provision with respect to claims or suits based upon such concurrent negligence, the costs to PenMet Parks of defending such claims and suits shall be valid and enforceable only to the extent of the A & E's negligence or the negligence of the A & E's consultants, contractors, agents or employees. A & E's foregoing duty to defend PenMet Parks shall not apply to the extent that any such claim, liability or suit is caused by or results from A & E's provision of professional services; in such event, A & E shall instead indemnify PenMet Parks and its officials, officers and employees as provided in this Section H and against all expenses including, without limitation, attorney's fees and litigation costs arising out of A & E's negligence or wrongful conduct.
2. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of A & E's services, bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the A & E and PenMet Parks, the A & E's liability, including the duty and cost to defend hereunder, shall be only to the extent of the A & E's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the A & E's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- I. Debarment Certification. A & E certifies that neither the A & E 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 A & E 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/or <https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>.

- J. Conflict of Interest. No officer, employee or agent of PenMet Parks who exercises any function or responsibilities in connection with the planning and carrying out of the project to which this Agreement pertains shall have any personal financial interest, direct or indirect, in this Agreement. The A & E 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 PenMet Parks. The A & E represents that the A & E presently has no interest and shall not acquire any interest, direct or indirect, in the project to which this Agreement pertains which would conflict in any manner or degree with the performance of the A

& E's services and obligations hereunder. The A & E further covenants that, in performance of this Agreement, no person having any such interest shall be employed.

IN WITNESS WHEREOF, the parties hereto have executed this document on the dates specified below.

PENINSULA METROPOLITAN PARK DISTRICT, a municipal corporation By: _____ Ally Bujacich, Executive Director	Jones and Jones Architects and Landscape Architects, Ltd.: By: _____ Name, title
Date: _____, 202__	Date: _____, 202_
Address: 2416 14 th Avenue NW Gig Harbor, WA 98335	Address:
Phone: (253) 858-3400	Phone:
Fax: (253) 858-3401	Cell:
E-Mail: abujacich@penmetparks.org	E-Mail:

EXHIBIT A

NARROWS PARK ACCESSIBILITY IMPROVEMENTS - SCOPE OF WORK AND SERVICES FOR DESIGN, PERMITTING, AND CONSTRUCTION DOCUMENTS

SCOPE OF WORK - PROJECT DESCRIPTION

This project involves design, preparation of Construction Documents (CD's), and permitting for proposed improvements to Narrows Park within the Peninsula Metropolitan Parks District (PenMet Parks) in Pierce County, WA. Improvements will consist of new facilities and upgraded existing facilities that meet or exceed American with Disabilities Act (ADA) accessibility guidelines and requirements. Proposed improvements will be entirely within the currently developed shoreline area of the park, and include:

- New prefabricated ADA-compliant restroom building with plumbed facilities and on-site septic system or wastewater storage tank
- New prefabricated ADA compliant picnic shelter on concrete slab
- Improved, rebuilt, or new ADA compliant paths and/or ramps for accessing and connecting parking area, restrooms, picnic shelter and picnic tables, beach area, and other visitor areas and facilities
- Limited repairs to the existing gazebo overlook, including ADA compliant view-scope
- Site drainage structures and storm-water runoff management facilities
- Minimal modifications to existing paved parking lot to improve accessibility
- Park landscaping: planting and seeding
- Site furniture including benches, trash receptacles, gates, bollards, bike racks, and picnic tables
- Park entrance sign, manual driveway gate, and interpretive signage

SCOPE OF SERVICES

A & E's Project Manager shall coordinate with PenMet Parks' Project Manager on all matters regarding this project. A & E and its sub-consultants shall perform the following tasks to develop the Design and prepare associated Construction Documents (CD's) for accessibility improvements to Narrows Park:

A. Project Start-up

1. Initiate topographic survey* of park site.
2. Review data and information provided by PenMet Parks for Narrows Park and surrounding area.
3. Meet with PenMet Parks staff at Narrows Park to review the park site and to affirm project objectives, work plan, schedule, deliverables, construction budget, team responsibilities, existing site conditions, etc.
4. Determine permitting process with County and State agencies, including permitting requirements for critical areas and shorelines, site drainage, clearing and grading, septic system design, SEPA review, Fire Marshall and WA Labor and Industries reviews.

B. Design Criteria

1. PenMet Parks to identify programmatic requirements for prefabricated restroom building and septic system, prefabricated picnic shelter, site furniture, paths and pedestrian access, limited parking area upgrades, landscaping, and other improvements.
2. Using topographic survey, conduct assessment of existing park conditions, including critical areas.

3. Determine feasibility of on-site septic system or wastewater storage tank.
4. Affirm requirements for critical areas setbacks, emergency access, on-site septic system, and other issues affecting park design.
5. Initiate geotechnical engineering assessment*.
6. Affirm construction budget and identify potential construction costs based on design criteria.

C. Design Development (60% Design)

1. Prepare site plan drawing showing locations and layout for proposed improvements including paths, restroom building, picnic shelter, site furniture, on-site septic system or tank, plants and landscape areas, and other park features and improvements.
2. Per site plan layout, develop preliminary grading/drainage plan depicting path gradients, ground surface contours, building floor elevations, drainage and stormwater remediation facilities, retaining walls, etc.
3. Identify prefabricated restroom building model and prefabricated picnic shelter model; obtain manufacturers' product data on buildings and optional features.
4. Develop design or select products for site furniture.
5. Conduct ADA compliance review of 60% Design.
6. Prepare estimate of probable construction costs for 60% Design.
7. Review and discuss design with PenMet Parks; revise design per comments.
8. Prepare for and meet with project stakeholders, community members, advocacy groups to review 60% Design; revise design per comments.
9. Review design with Fire Marshall, Health Dept. for conditional approvals.
10. Prepare and submit permitting applications and documents (60% Design plans and documents) to Pierce County and applicable state agencies; schedule and attend review meetings with permitting agencies; document issues and revisions as required.

D. 90% and 100% Construction Documents and Final Permitting

1. Revise design per permitting agency comments and requirements.
2. Prepare 90% Construction Documents (CD's) for park improvements and features listed in C.1 thru C.4 above.
3. Update estimate of probable construction cost based on 90% CD's.
4. Review 90% CD's with PenMet Parks; revise CD's per comments.
5. Conduct ongoing permitting reviews and submittals; revise CD's as required to obtain permit approvals.
6. Finalize 100% CD's and cost estimate, and submit to PenMet Parks.

E. Bidding Support and Services During Construction

1. Respond to RFI's and issue addenda during bidding.
2. During construction, review contractor submittals and shop drawings, payment requests, change order requests.
3. Attend on-site construction meetings and review construction work for compliance with Construction Documents.

SCOPE OF SERVICES DESIGN ASSUMPTIONS

- Modifications to the existing parking lot will be minimal, such that additional stormwater management requirements for the parking lot will not be triggered. The existing stormwater bioswale for the parking area will be improved, but perhaps not brought up to current stormwater management regulations.
- Electric power shall be supplied from an existing on-site power source to be located on the survey and during the site visit. The existing power source is assumed to have sufficient capacity to accommodate the project's added demand for the proposed restroom building, picnic shelter, and automatic driveway gate. The design of electrical connections at the restroom and shelter and the design of the electrical system internal to the restroom and shelter shall be provided by buildings' manufacturer.
- An existing on-site water pump and water source are assumed to have sufficient capacity to accommodate the project's new plumbed restroom building and drinking fountain demand without requiring additional design to upsize the system.
- PenMet Parks plans to repurpose the existing caretaker's residence in Narrows Park; however, the scope of work and services herein does not include or address the caretaker's residence and grounds area other than consideration of whether the property's septic system could handle wastewater from the new restroom building.
- Site lighting design and landscape irrigation design are not included in the scope of work and services herein.

RESTROOM WASTEWATER TREATMENT OR DISPOSAL

A & E's subconsultant will determine the feasibility of an on-site septic system (OSS) for the proposed restroom building. If an OSS is not feasible, the subconsultant will develop criteria for an in-ground pumpable wastewater holding tank. The subconsultant shall prepare design drawings and specifications for either the OSS or holding tank. The subconsultant will coordinate with Pierce County Department of Health (PC DOH) and develop deliverables required to obtain an operating permit from PC DOH. Subconsultant will meet on site with PC DOH to perform soil investigations in the proposed drain-field or holding tank area.

PERMITTING SERVICES (provided during Tasks A thru D above)

A & E and/or its sub-consultant will obtain permits required by Pierce County and Washington State agencies for the construction of park improvements. PenMet Parks shall serve as the permit applicant and PenMet Parks shall pay all permitting fees charged by agencies. A final list of project permits will be determined at the pre-application meeting with Pierce County, however, anticipated permits and submittals are as follows.

- Pre-Application Package
 - Pre-Application Screening Form
 - Land Use Permit Application
 - Site Development Application
 - Shoreline Development Application
 - Environmental Review Application
 - Preliminary Site Plan(s)
 - Pre-Application Meeting and Agency Coordination
- SEPA Environmental Checklist
- Clearing and Grading Permit, and/or Drainage Permit, including Drainage Report
- Joint Aquatic Resources Permit Application (JARPA) Package

- JARPA Form
- JARPA Drawings
- Agency Coordination
- Critical Areas/Shoreline/Habitat Assessment
 - OHWM Delineation
 - Fish and Wildlife Habitat Conservation Areas Assessment Report
 - Shoreline Buffer Mitigation Plan
- Cultural Resources Assessment

Permitting Assumptions:

- The project will be designed such that no work will occur within the adjacent FEMA flood hazard area (Zone VE, elevation 19 feet). If the project cannot be designed to avoid the FEMA flood hazard area, additional scope and fee will need to be negotiated.
- The project will be designed such that no work will occur below the adjacent marine OHWM. If the project cannot be designed to avoid work below the marine OHWM, additional scope and fee will need to be negotiated.
- This scope of work does not include wetland/stream delineation, assessment of geologic hazards, critical aquifer recharge areas, or any other Pierce County Critical Areas (PCC Title 18E) not explicitly identified above.
- For cultural resources assessment, this scope of services assumes USACE will conduct tribal consultation, that no buildings over 50 years of age will be recorded, and subsurface testing will exclude areas of steep slope or previous ground disturbance. Approximately 15 to 20 shovel probes will be excavated. Preparation of archeological site inventory forms are not included in this scope.
- This scope of work does not include traffic and/or parking studies.
- Additional assumptions are provided in the attached fee spreadsheet.
- This scope and fee assumes one (1) draft submittal, one (1) round of edits per agency reviewers, and (1) final submittal for all deliverables listed below.

Permitting Deliverables:

- Draft and final Pre-Application Package, including Clear and Grade Permit, Drainage Report
- Draft and final SEPA Checklist
- Draft and final JARPA Package
- Draft and final Critical Areas/Shoreline Habitat Report and Mitigation Plan
- Draft and final Cultural Resources Assessment Methodology Memo
- Draft and final Cultural Resources Assessment Report

PROJECT CONSULTANT TEAM & CONSULTANT FEES

A & E will be the lead consultant for the project. A & E's Project Manager will manage A & E's staff and sub-consultants throughout the duration of the project. A & E's Project Manager shall coordinate with PenMet Parks' Project Manager at various points during the project to review and discuss project progress and products. A & E and its subconsultants shall be responsible for the following services and tasks for the project:

- A & E’s Architects and Landscape Architects: Project management; client coordination; layout and design of paths, buildings, landscaping, site furniture, and other improvements; construction document preparation; services during construction.
A & E Design Fee.....\$80,000
 - Perteet, Inc:
 - Civil engineering, grading and drainage, water and electric utilities
 - Review of mapped or previously delineated critical areas
 - Permitting Services – see above.
 - Cultural Resources Assessment – see above.
 Perteet Design Fee.....\$112,000
 - Lund-Opsahl: Structural engineering for building foundations/slabs; retaining walls, and other small structures
Lund-Opsahl Design Fee.....\$10,000
 - Wilkerson Septic: On-site septic system or holding tank evaluation and design – see above
Wilkerson Design Fee.....\$13,500
- TOTAL DESIGN FEES.....\$215,500

*PanGEO Geotechnical Engineering and Encompass Engineering and Surveying will contract directly with PenMet Parks for their respective services. A & E will coordinate with PanGEO and Encompass in performing their services.

- Encompass Engineering and Surveying: Site Topographic Survey; Fee.....\$10,000
- PanGEO Geotechnical Engineers: Critical areas (geologic/landslide/erosion) assessment and design criteria for foundations, retaining walls, structural slabs, earthwork; Fee.....\$9,700

COMPENSATION BY TASK

A & E proposes the following estimated fee structure, inclusive of A & E labor costs, sub-consultants’ labor costs, and reimbursable expenses, to perform Tasks A through E in the above Scope of Services:

Task A. Project Startup.....	\$13,500
Task B. Design Criteria.....	\$29,000
Task C. Design Development (60% Design and Permitting Review).....	\$52,900
Task D. 90% and 100% Construction Documents and Final Permitting.....	\$77,400
Task E. Bidding Support and Services During Construction.....	\$42,700
TOTAL DESIGN FEE.....	\$215,500

PROJECT TIMEFRAME

The timeframe for Tasks A through D above is anticipated to be 10 months from date of Contract approval, barring lengthy delays in the permitting review and approval process. Task E is anticipated to occur in 2027.



DISTRICT COMMISSION MEMO

To: Board of Park Commissioners

Through: Ally Bujacich, Executive Director

From: Tracy Gallaway, Director of Recreation Services

Date: February 3, 2026

Subject: **Resolution R2026-002 Authorizing the Executive Director to Sign the Agreement with Outdoors for All Foundation**

Background/Analysis

PenMet Parks has identified strategic priorities related to providing inclusive services and developing and strengthening partnerships. The Board of Park Commissioners passed Resolution RR2022-012 adopting PenMet Parks' Strategic Plan, which identifies the strategic goals to assess inclusion/accessibility to all aspects of service and to strategically identify partners to augment the District's ability to offer services. The Board of Park Commissioners also passed Resolution RR2023-012 adopting the 2023 Parks, Recreation, and Open Space (PROS) Plan, which identifies the strategic goals to evaluate how to best provide adaptive and specialized recreation services for the community to meet needs, and to strengthen relationships with strategic partners, including agencies, organizations, service groups, and individuals, to best serve the community and create operational efficiencies.

Outdoors for All Foundation is a 501(c)3 charitable organization with a mission to enrich the quality of life for children and adults with disabilities through outdoor recreation. Outdoors for All Foundation serves thousands of people every year with a wide range of recreation opportunities including skiing, summer camps, paddling, and more. Outdoors for All has a large fleet of adaptive cycles, presently operates two seasonal adaptive cycling centers in King County, and has successfully partnered with PenMet Parks for adaptive cycling events and other programs in our community.

PenMet Parks and Outdoors for All recognize that a collaborative relationship would enhance the services each organization currently provides to the community through increased efficiency and sharing of resources. PenMet Parks and Outdoors for All have identified shared goals related to expanding adaptive recreation opportunities in our



community, as PenMet Parks desires to increase the adaptive services it provides, and Outdoors for All desires to expand its adaptive programming in Pierce County.

The Agreement with Outdoors for All Foundation formalizes the partnership between PenMet Parks and Outdoors for All and defines the terms under which the parties will collaborate to benefit the public. Under the Agreement, Outdoors for All Foundation would operate a seasonal adaptive cycling center located at the PenMet Parks Recreation Center and adjacent Cushman Trail. The adaptive cycling center will provide free cycling rentals at no charge to users from May through September 2026. In addition, Outdoors for All will deliver several adaptive programs in collaboration with PenMet Parks. PenMet Parks will provide space and related support services required to operate the adaptive cycling center. Both parties agree to work cooperatively to advance the mission of each organization.

Policy Implications/Support

1. The Board of Park Commissioners passed Resolution RR2022-012 adopting PenMet Parks' Strategic Plan and Resolution RR2023-012 adopting the 2023 Parks, Recreation, and Open Space Plan. Each of these planning documents identify strategic goals related to providing inclusive services and strengthening partnerships.

Recommendation

Staff recommends the Board pass Resolution R2026-002 authorizing the Executive Director to sign the agreement with Outdoors for All Foundation

Staff Contact

If you have any questions or comments, please contact Tracy Gallaway at (253) 858-3400 or via e-mail at tgallaway@penmetparks.org.

Attachments

Exhibit A: Resolution R2026-002



Peninsula Metropolitan Park District

RESOLUTION NO. R2026-002

AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN THE AGREEMENT WITH OUTDOORS FOR ALL FOUNDATION

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

WHEREAS, the vision of PenMet Parks is to be a leader in promoting health and well-being in a thriving community; and

WHEREAS, the Board of Park Commissioners passed Resolution RR2022-012 adopting PenMet Parks' Strategic Plan, which identifies the strategic goals to assess inclusion/accessibility to all aspects of service and to strategically identify partners to augment the District's ability to offer services; and

WHEREAS, the Board of Park Commissioners passed Resolution RR2023-012 adopting PenMet Parks' Parks, Recreation, and Open Space Plan, which identifies the strategic goals to evaluate how to best provide adaptive and specialized recreation services for the community to meet needs, and to strengthen relationships with strategic partners, including agencies, organizations, service groups, and individuals, to best serve the community and create operational efficiencies; and

WHEREAS, Outdoors for All Foundation is a qualified 501(c)(3) non-profit organization that provides thousands of adaptive recreation opportunities for individuals every year; and

WHEREAS, Outdoors for All Foundation's mission is to enrich the quality of life for children and adults with disabilities through outdoor recreation; and

WHEREAS, PenMet Parks and Outdoors for All Foundation recognize our growing community needs more park and recreation opportunities; and

WHEREAS, Outdoors for All Foundation's strategic plan adopted in 2025 identifies the initiative to expand programming across Washington State to meet our community's needs; and

WHEREAS, PenMet Parks and Outdoors for All Foundation further recognize that a collaborative relationship would enhance the services each organization currently provides to the community through increased efficiency and sharing of resources; and



WHEREAS, an Agreement between PenMet Parks and Outdoors for All Foundation benefits the community by formalizing the collaborative efforts 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 sign the Agreement with Outdoors for All Foundation in substantially the form attached as Exhibit "A".

This foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on February 3, 2026

William C. (Billy) Sehmel, Board President

Kurt Grimmer, Board Clerk

Attest: Amanda Walston

**AGREEMENT
BY AND BETWEEN
PENINSULA METROPOLITAN PARK DISTRICT
AND
OUTDOORS FOR ALL FOUNDATION**

This Agreement is dated February ____, 2026 (for reference purposes only) and is by and between the Peninsula Metropolitan Park District, a Washington municipal corporation (PenMet Parks) and Outdoors for All Foundation a Washington nonprofit corporation (Outdoors for All). PenMet Parks and Outdoors for All are sometimes referred to collectively as the “Parties.”

RECITALS

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’ Strategic Plan adopted in 2023 identifies the initiative to strategically identify key partners to augment the District’s ability to offer services; and

WHEREAS, PenMet Parks’ Strategic Plan identifies the objective to serve everyone in our community; and

WHEREAS, Outdoors for All is a 501(c)(3) non-profit organization with a mission to enrich the quality of life for children and adults with disabilities through outdoor recreation; and

WHEREAS, Outdoors for All’s strategic plan adopted in 2025 identifies the initiative to expand programing across Washington State to meet our community’s needs.

WHEREAS, PenMet Parks and Outdoors for All recognize our growing community needs more park and recreation opportunities; and

WHEREAS, PenMet Parks and Outdoors for All further recognize that a collaborative relationship would enhance the services each organization currently provides to the community through increased efficiency and sharing of resources; and

WHEREAS, an Agreement between PenMet Parks and Outdoors for All benefits the community by formalizing the collaborative efforts and establishing the respective responsibilities of the parties.

Now, therefore, in consideration of the foregoing, and 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 Outdoors For All each provide services to the community. This Agreement sets forth the conditions under which PenMet Parks and Outdoors For All will collaborate on recreation related opportunities for the benefit of the public, the parameters of that collaboration, and the responsibilities of each of the parties. The Parties acknowledge that not all circumstances will be covered by this Agreement 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 Agreement.
- 2.2 Collaborate to advance the mission of each organization to benefit the community.
- 2.3 Collaborate in program offerings to ensure mission alignment and meet community needs.

ARTICLE III
OUTDOORS FOR ALL RESPONSIBILITIES

Outdoors for All Agrees to:

- 3.1 Provide the adaptive outdoor programming for the benefit of the community as described in the Outdoors For All Foundation/PenMet Parks Public Benefit Plan 2025-2026 (Exhibit A). Outdoors for All will fully staff this program in a manner that meets its best practices, including equipment, maintenance, customer service, liability waivers and legal considerations. Outdoors For All Foundation is responsible for complying with applicable laws and regulations.
- 3.2 Provide a mobile container at a mutually agreed upon location (the "Premises") within the PenMet Parks' Recreation Center campus out of which it will operate the Adaptive Cycling Center described in Exhibit A.

Outdoors for All will be solely responsible for the security of its property and for all routine interior maintenance and repair and will maintain an exterior décor in alignment with buildings in proximity. Signage, artwork, or other markings on the container exterior must be approved by PenMet Parks. Outdoors for All will maintain the area immediately surrounding the container in a neat and orderly condition and operate the Adaptive Cycling Center in a professional and business-like manner.

- 3.3 PenMet Parks shall have the right to access any portion of the Premises at time by any of its officers, agents or employees to ensure compliance with terms of the Agreement, or for any other reason in carrying out its responsibilities for operation of the Recreation Center campus.
- 3.4 Outdoors for All is responsible for all costs associated with implementation of adaptive programming site including but not limited to cost of container, delivery fees, site prep and accessibility.
- 3.5 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 Outdoors for All from PenMet Parks under Article IV.

ARTICLE IV
PENMET PARKS RESPONSIBILITIES

PenMet Parks agrees to:

- 4.1 Provide Outdoors for All with a mutually agreed location for placement of mobile container in support of adaptive outdoor programming
- 4.2 Provide Outdoors for All employees, volunteers, participants and agents access to indoor restrooms and drinking water in alignment with posted operating hours of the PenMet Parks Recreation Center.
- 4.3 Provide access to outdoor electrical outlets for connection of basic power supply for use in container.
- 4.4 Provide parking for up to 4 vehicles within the park for daily use and overnight storage in alignment with agreed programming schedule.
- 4.5 PenMet Parks will have no responsibility for the security of Outdoor For All's property.

ARTICLE V
TERM

This Agreement is effective upon mutual execution by the Parties. The term of this Agreement is 12 months. The provisions in this Agreement shall be reviewed annually by the Parties to determine if this Agreement should continue and/or be modified.

This Agreement 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. Within ten (10) days of the termination of this Agreement, with or without cause, Outdoors for All will remove all of its personal property, including the mobile container and restore PenMet Parks' property to its previous condition.

ARTICLE VI
NOTICE AND CONTACT INFORMATION

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

<p>Outdoors for All Foundation Attn: Executive Director 1800 Richards Road Bellevue, WA 98005</p>	<p>PenMet Parks Attn: Executive Director 2416 14th Avenue NW Gig Harbor, WA 98335</p>
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ARTICLE VII
INDEMNIFICATION

7.1 To the fullest extent permitted by law, Outdoors for All Foundation 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 Outdoors for All Foundation, its employees, agents, representatives or volunteers relative to or in connection with Outdoors for All Foundation 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, Outdoors for All Foundation shall pay

any judgment or lien arising therefrom, including any and all costs and attorney's fees as a part thereof.

- 7.2 Subject to the limitation set forth in Section 4.5 above, to the fullest extent permitted by law PenMet Parks shall indemnify and hold harmless Outdoors for All Foundation, 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 Outdoors for All Foundation. 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 Agreement.

ARTICLE IIX **INSURANCE**

A. Outdoors for All shall provide proof of a comprehensive general liability insurance policy with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products - completed operations aggregate limit, which policy 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. PenMet Parks shall be named as an insured under the policy with respect to the work performed for PenMet Parks.

- B. Other Insurance Provision. Outdoors for All's Automobile Liability Commercial General Liability policy is to provide, or be endorsed to

provide, that it shall be primary PenMet Parks with respect to PenMet Parks. Any insurance maintained by the District shall be excess of Outdoors for All's insurance and shall not contribute to it.

- C. Outdoors for All's Insurance for Other Losses. Consultant shall assume full responsibility for all loss or damage from any cause whatsoever to its personal property or the property of its agents, suppliers or subcontractors.
- D. Acceptability of Insurers. Insurance is to be placed with an insurer with a current A.M. Best rating of not less than A: VII.
- E. Verification of Coverage. Outdoors for All shall furnish to PenMet Parks an original certificate and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Commercial General Liability insurance of Outdoors for All before commencement of any programs or services under this Agreement.

ARTICLE IX **MISCELLANEOUS**

- 9.1 No Third-Party Beneficiaries / Independent Capacity. It is understood and agreed that this Agreement 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 Agreement. The employees or agents of each party who are engaged in the performance of this Agreement 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 Agreement 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 Agreement 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 Agreement are declared severable.
- 9.4 Waiver. Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement 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 Agreement.
- 9.6 Assignment. This Agreement 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 Agreement without the prior written consent of the other Party.
- 9.7 Amendment. This Agreement 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 Agreement 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 Agreement shall be in Pierce County. This Agreement will not be construed either for or against PenMet Parks or Outdoors for All 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 Agreement 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>OUTDOORS FOR ALL FOUNDATION</p> <p>By: _____ Connor Inslee Its Executive Director Date: February __, 2026</p>	<p>PENINSULA METROPOLITAN PARK DISTRICT</p> <p>By: _____ Ally Bujacich Its Executive Director Date: February __, 2026</p>
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EXHIBIT A – SCOPE OF WORK
Outdoors for All - Public Benefits PLAN PenMet Parks - 2026

Public Benefits Category	Contractual Requirement	Applicable Metrics	Summary of Public Benefit planned for coming year (Completed by Tenant)	Planned value of Services (Completed by Tenant)
No Cost Cycling Rentals	Operation of an Adaptive Cycling Center from May-Sept and provision of 500 cycling rentals at no charge to users. May 1 - Sept 30, 2026 Daily, 10am-6pm Closed on major holidays: Memorial Day (5/25), 4 th of July (7/4) and Labor Day (9/7)	500 cycling rentals at no charge, valued at \$50.00 per rental	Members of the public will receive 500 cycling rentals at no charge to users.	\$25,000
Scholarships	Financial Aid scholarships for 40 Participants of PenMet Parks OFA operated Summer Day Camp	\$400 per each of 40 OFA scholarships	Financial Aid scholarships for 40 Participants of the OFA operated Summer Day Camp. This will enable greater participation by individuals and underserved populations.	\$16,000
Programs	Provision of at least two classes, workshops, shows and camps for youth, seniors, families or other underserved populations.	\$5,000/event	OFA will work with PenMet Parks Staff to determine the program offering, date and time. The target audience will be serving individuals with disabilities.	\$10,000
Community Outreach Events	Provision of programs, public at five community celebrations & events.	\$300/event	Participate in scheduled PenMet events in alignment with Outdoors for All's mission providing education on adaptive recreation and resources.	\$1,500
Total Public Benefit Value to be provided				\$52,500

*Volunteer value may be reported as Public Benefit and valued at the most current rate for volunteers as listed under the National Value of Volunteer Time on the Independent Sector website.



DISTRICT COMMISSION MEMO

To: Board of Park Commissioners

Through: Ally Bujacich, Executive Director

From: Tracy Gallaway, Director of Recreation Services

Date: February 3, 2026

Subject: **Resolution R2026-003 Adopting the 2026 Facilities Use Fee Chart**

Background/Analysis

The Board of Park Commissioners passed Resolution RR2023-007 accepting the Fees & Services Assessment on May 2, 2023. The Assessment was conducted with significant community input and provides a foundational philosophy, policies, and best practice model for the services that PenMet Parks provides, including community use of District assets. The Fees & Services Assessment intends to be flexible and responsive to changing conditions to allow the District to allocate its resources consistently and provide valuable information for decision-making and setting priorities for improvements to the system.

Based on recommendations contained in the Fees & Services Assessment, the Board passed Resolution RR2023-013 adopting Policy P40-105: Pricing Policy on October 17, 2023. The Pricing Policy guides the development of a fair and consistent fee schedule and includes criteria for assessing a non-resident surcharge for fee-based services.

The Board of Park Commissioners also passed Resolution RR2023-017 adopting the amended Policy P50-103: Facilities Use Policy on January 9, 2024. This policy provides that facility use fees will be established by a fee schedule that is adopted by the Board, that tax-funded agencies and non-profit organizations that meet the applicable criteria may receive up to a 25% discount on the published rental fee for certain facilities and defines non-resident or out-of-area user groups that may be subject to a non-resident surcharge.

The Facilities User Fee Chart was developed based upon recommendations included in the Fees & Services Assessment and in support of Policy P40-105: Pricing Policy and Policy P40-103: Facilities Use Policy including the District's cost recovery philosophy,



market rates, and budget implications. The Facilities User Fee Chart was most recently amended and adopted by Resolution R2025-006 on May 20, 2025.

The proposed 2026 Facilities User Fee Chart contains the following revisions:

Recreation Center and Mini Golf – Youth Party Packages

- Youth Party Packages at the Recreation Center and Mini Golf Event Pricing – Fees are updated for youth party packages located at the Recreation Center, Harborstone Field and Neighborhood Greens Mini Golf. The fees reflect the cost of the facilities, less a 20% discount.
- Additionally, the Board passed Resolution R2026-001 adopting the amended Policy P50-102: Financial Assistance Policy on January 20, 2026, which established that youth party fees are eligible for financial assistance for qualified individuals.
- Updated fees would be effective for new reservations made on or after February 18, 2026. Current reservations would not be affected.

Sehmel Homestead Park Multi-Use Turf Field

- In 2024 staff recognized the market rate for the outdoor turf field at Sehmel Homestead Park is priced below the market value and recommended a three-year escalation pricing plan to arrive at market value by 2027. The fee chart includes a nominal increase of \$8/hour, bringing the rental cost from \$62/hour to \$70/hour.
- Updated fees would be effective for new reservations made on or after July 1, 2026. Current reservations would not be affected.

Electric Vehicle Charging

- Electric vehicle chargers at the Recreation Center campus were installed in 2025. The fee chart establishes a fee of \$.25/kWh.
- Fees are effective immediately upon adoption.

The 2026 Facilities Use Fee Chart will remain in effect until a new chart is adopted by the Board. In accordance with the recommendation in the Fees & Services Assessment, PenMet Parks will review fees for annual adjustments to keep up with the increasing cost of providing the service and other District goals.



Committee Recommendations

The Recreation Services Committee reviewed the draft Facility User Fee Schedule at its January 22, 2026 meeting.

Staff Recommendation

Staff recommends the Board pass Resolution R2026-003 adopting the Facilities User Fee Chart at its February 3, 2026 meeting.

Policy Implications/Support

1. The Board passed Resolution R2024-006 adopting the 2024 Facility User Fee Schedule on March 5, 2024.
2. The Board passed Resolution RR2023-07 accepting the Fees & Services Assessment on May 2, 2023.
3. The Board passed Resolution RR2023-013 adopting Policy P40-105: Pricing Policy on October 17, 2023.
4. The Board passed Resolution RR2023-017 adopting the amended Policy P50-103: Facilities Use Policy on January 9, 2024.
5. The Board passed Resolution R2026-001 adopting the amended Policy P50-102: Financial Assistance Policy on January 20, 2026, which made youth party fees eligible for financial assistance.

Staff Contact

If you have any questions or comments, please contact Tracy Gallaway at (253) 858-3400 or via e-mail at tgallaway@penmetparks.org.

Attachments

Exhibit A: Resolution R2026-003



Peninsula Metropolitan Park District

RESOLUTION NO. R2026-003

ADOPTING THE 2026 FACILITIES USE FEE CHART

WHEREAS, the Board of Park Commissioners passed Resolution RR2023-007 on May 2, 2023 adopting the Fees & Services Assessment which provides a foundational philosophy, policies, and best practice model for the services that PenMet Parks provides; and

WHEREAS, the Fees & Services Assessment identified key areas where the District has the opportunity to advance its market position and Facility Rentals was identified as an area where few providers exist to provide the service; and

WHEREAS, the Board of Park Commissioners passed Resolution RR2023-013 adopting Policy P40-105: Pricing Policy on October 17, 2023 which guides the development of a fair and consistent fee schedule and includes criteria for assessing a non-resident surcharge for fee-based services; and

WHEREAS, the Board of Park Commissioners passed RR2023-017 adopting the amended Policy P50-103: Facilities Use Policy on January 9, 2024 (the "Policy"), which guides the management of public assets for the benefit of the community and requires the Board adopt a Fee Schedule; and

WHEREAS, the Board of Park Commissioners passed R2025-006 adopting the Facilities Use Fee Chart; and

WHEREAS, the Policy provides guidance for fair and equitable access to District assets to meet the needs of the community, consistent procedures to administer community use of facilities, and responsible management required to maintain the District's physical assets at levels adequate to protect its capital investments; and

WHEREAS, it is the policy of the Board of Park Commissioners that the District employ balanced and fair revenue policies to provide sufficient funding for desired programs and services, including facility rentals

NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners that PenMet Parks adopt the 2026 Facilities Use Fee Chart 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 February 3, 2026.



William C. (Billy) Sehmel, Board President

Kurt Grimmer, Board Clerk

Attest: Amanda Walston



2026 Facilities Use Fee Chart

Effective for new reservations made on or after July 1, 2026 unless noted otherwise

- **In District / Out of District:** Users that reside outside of PenMet Parks District boundaries are subject to a 20% surcharge. Proof of District residency is required.
- **Non-Profit Rate:** Non-Profit organizations receive a 25% discount on all published rates on select facilities. Proof of 501c3 status is required.
- **After-Hours Pricing:** For rentals that are scheduled after posted operating hours at certain facilities, an additional staffing charge is added to the hourly rental charge. The number of staff is determined by the size of the rental group.
- **Special Use Pricing:** Contact PenMet Parks for information on conventions, tournaments, and other special uses for the PenMet Parks Recreation Center Campus & Sehmel Homestead Park.



Indoor Meeting Rooms and Event Spaces

Indoor Meeting Rooms and Event Spaces are eligible for Non-Profit discounts.

Location	In District	Out of District
PenMet Parks Recreation Center Campus		
PenMet Parks District Headquarters Ocean5 Community Room	\$75 / hour	\$90 / hour
PenMet Parks District Headquarters Woodworth Family Foundation Conference Room	\$25/ hour	\$30 / hour
PenMet Parks Recreation Center Charles P. Meacham Family Multi-use Fitness Room	\$50 / hour	\$60 / hour
PenMet Parks Recreation Center HOA Community Solutions, LLC Multi-use Meeting Room	\$50 / hour	\$60 / hour
After Hours (Outside of posted operating hours)	Facility Rate + \$40 hour / staff*	Facility Rate + \$40 hour / staff*
Other Parks		
Sehmel Homestead Park Volunteer Vern Pavilion	\$150 / hour	\$180 / hour
Arletta Schoolhouse	\$150 / hour	\$180 / hour
Rosedale Hall	\$150 / hour	\$180 / hour

*After hours rentals will incur a minimum charge of the Facility Rate + \$40/hour for each PenMet Parks' staff person. Depending on the size of the User group, PenMet Parks may determine more than one staff person is required. After hours staff charges are the responsibility of the User.



Fields and Courts

Fields and Courts are not eligible for Non-Profit discounts.

Location	In District	Out of District
PenMet Parks Recreation Center Campus		
Outdoor Event Lawn (Special Use)	\$100 / hour	\$120 / hour
U-10 Outdoor Field (Opens in 2026)	\$30 / hour	\$36 / hour
Indoor Sport Court (1 Court)	\$70 / hour	\$84 / hour
Indoor Gym (3 Courts)	\$210 / hour	\$252 / hour
Jarzynka Memorial Field House (Indoor Turf Field)	\$125 / hour	\$150 / hour
After Hours (Outside of posted operating hours)	Facility Rate + \$40 hour / staff*	Facility Rate + \$40 hour / staff*
Sehmel Homestead Park		
Baseball Fields #1, #2, & #3	\$30 / hour	\$36 / hour
Multi-Purpose Turf Field	\$70 / hour	\$85 / hour
Tennis Court	\$10 / hour	\$12 / hour
Basketball Court	\$10 / hour	\$12 / hour
Lights	\$30 / hour	\$36 / hour
Scoreboard	\$10 / hour	\$12 / hour
Other Parks		
Rosedale Park Baseball Field	\$18 / hour	\$22 / hour
Rosedale Hall Tennis Court	\$10 / hour	\$12 / hour
Hales Pass Park Baseball Field	\$16 / hour	\$19 / hour
Hales Pass Park Tennis Court	\$10 / hour	\$12 / hour

*After hours rentals will incur a minimum charge of the Facility Rate + \$40/hour for each PenMet Parks' staff person. Depending on the size of the User group, PenMet Parks may determine more than one staff person is required. After hours staff charges are the responsibility of the User.



Shelters and Outdoor Gathering Spaces

Shelters and Outdoor Gathering Spaces are not eligible for Non-Profit discounts.

Location	In District	Out of District
Sehmel Homestead Park		
Sehmel Homestead Park Amphitheater	\$80 / hour	\$96 / hour
Sehmel Homestead Park Meadow	\$60 / hour	\$72 / hour
Sehmel Homestead Park Shelter	\$20 / hour	\$24 / hour
Neighborhood Greens Mini-Golf		
Private Event – Exclusive Use of Course (During posted operating hours)	\$1,000	\$1,200
Private After-Hours Event – Exclusive Use of Course (Outside of posted operating hours)	\$1,000 + \$40 hour / staff*	\$1,200 + \$40 hour / staff*
Other Parks		
Hales Pass Park Shelter & Rosedale Park Shelter	\$20 / hour	\$24 / hour
Washington Water Trails (Tacoma DeMolay Nature Preserve, Narrows Park, Fox Island Fishing Pier, & Sunrise Beach Park)	\$10 / night	\$12 / night
Picnic Areas (Sehmel Homestead Park, McCormick Forest Park, Narrows Park, & Sunrise Beach Park)	\$10 / hour	\$12 / hour

*After hours rentals will incur a minimum charge of the Facility Rate + \$40/hour for each PenMet Parks' staff person. Depending on the size of the User group, PenMet Parks may determine more than one staff person is required. After hours staff charges are the responsibility of the User.



Youth Party Packages

Effective for new reservations made on or after February 18, 2026

Youth party packages are available for youth 17 & under with up to 15 guests (additional fees apply for more than 15 youth). Recreation Center parties include use of the Jarzynka Memorial Field House, Sport Court, or Harborstone Field in addition to the HOA Community Solutions Multi-use Meeting Room. Neighborhood Greens Mini-Golf birthday parties include the use of a tented outdoor area. Note: Youth Party Packages reflect the total cost of the facilities, discounted by 20%.

Location	In District	Out of District
Arletta Schoolhouse, Rosedale Hall, Volunteer Vern Pavilion & District HQ	\$175 / 2 hours	\$210 / 2 hours
Neighborhood Greens Mini-Golf Party	\$250 / 2 hours	\$300 / 2 hours
Recreation Center Party: Harborstone Field	\$250 / 2 hours	\$300 / 2 hours
Recreation Center Party: Courts	\$192 / 2 hours	\$230 / 2 hours
Recreation Center Party: Turf	\$280 / 2 hours	\$336 / 2 hours
Recreation Center Party: Court (one hour) + Turf (one hour)	\$236 / 2 hours	\$283 / 2 hours



Electric Vehicle Charging Stations
Effective February 5, 2026

Location	Fee
Recreation Center campus	\$.25/kWh