



# Peninsula Metropolitan Park District

PO Box 425 – Gig Harbor, WA 98335  
253-858-3400 – [info@penmetparks.org](mailto:info@penmetparks.org)  
[www.penmetparks.org](http://www.penmetparks.org)

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## REGULAR MEETING Agenda

August 18, 2020, 6:00 PM

**ATTENTION:** Protecting the public, our partners, and our staff are of the utmost importance. Due to recent health concerns with the novel Corona-virus, the Park Board has decided to host the meeting Online via Zoom. In accordance with the Governor's Stay at Home Order issued on March 23, 2020, the public is strongly encouraged to participate via teleconference. You can join zoom for the regular meeting by using the Meeting ID: 893 0887 7065 Password: PenMet0818 or call in at +1 253-215-8782 Password: 8456277215. Meeting agendas can be accessed online at [PenMetParks.org](http://PenMetParks.org). Citizen Comments can be emailed to [admin@penmetparks.org](mailto:admin@penmetparks.org) by August 17th at 5:00 PM and will be read at the meeting.

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### Call to Order

### Commissioner Roll Call:

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

### ITEM 1 Approval of Agenda

Due to current circumstances, we will be accepting citizen comments via email at [ssnuffin@penmetparks.org](mailto:ssnuffin@penmetparks.org) up until 5:00 PM August 18, 2020. Comments will be read and recorded in the meeting

### ITEM 3 Presentations

- 3a. Director's Report
- 3b. [Finance Report](#)
- 3c. President's Report

### ITEM 4 Consent Agenda

- 4a. [Approval of the Minutes](#)  
[8-04-20 Study Session and Regular Minutes](#)
- 4b. [Approval of Vouchers](#)  
[\\$294,764.85 Reference Number: V2020-389-414](#)

### ITEM 5 Unfinished Business



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- 5a. [Covid-19 Fiscal Update](#)
- 5b. [Amendment of Parametrix Contract for Owner Representation Services](#)
- ITEM 6      New Business**
  - 6a. [Steering Committee Selection and Approval](#)
  - 6b. [Approve A & E Agreement for Driftmier Architects – Arletta Schoolhouse Renovation Design \(Resolution R2020-019\)](#)
  - 6c. [Background Check Policy Review](#)
- ITEM 7      Committee Reports**
  - 7a.      CRC Finance
  - 7b.      CRC Marketing
  - 7c.      CRC Operating
- ITEM 8      Comments by Board**
- ITEM 9      Next Board Meeting**

Tues. September 1, 2020 (Study and Regular) Via Zoom or Teleconference 5:00 PM
- ITEM 10     Executive Session:**
- ITEM 11     Adjournment**

## AGENDA POLICY

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No comments or discussion will be allowed on consent items.

**Citizen Comments:** Citizens are afforded an opportunity at each regular and special meeting of the Board of Park Commissioners to offer their comments to the Board. Citizens are limited to a three (3) minute time limit and may only speak once during the Citizen Comment period at each meeting. Comments will be included as part of the official record of the meeting.

Individuals requesting an item to be placed on the agenda must submit a request by 12 noon on the Monday preceding the Tuesday meeting date.

Individuals wishing to submit materials or written testimony to the Board at the meeting must provide ten (10) copies at least 15 minutes prior to the start of the meeting.

**\*Special Note:** Due to current circumstances, we will be accepting citizen comments via email at [ssnuffin@penmetparks.org](mailto:ssnuffin@penmetparks.org) up until 5:00 PM the Monday prior to PenMet Parks Regular Meetings. Comments will be read and recorded in the meeting.



# Peninsula Metropolitan Park District

## GENERAL FUND INCOME STATEMENT 2020

January - July, 2020

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
<b>Income</b>				
3100000 TAX REVENUE				
3111000 Real and Personal Property Tax	3,713,947.31	3,652,640.00	61,307.31	101.68 %
3131700 Sales Tax	228,074.76	212,584.00	15,490.76	107.29 %
3172000 Leasehold Excise Tax	556.67	3,375.00	-2,818.33	16.49 %
<b>Total 3100000 TAX REVENUE</b>	<b>3,942,578.74</b>	<b>3,868,599.00</b>	<b>73,979.74</b>	<b>101.91 %</b>
3400000 CHARGES FOR SERVICES				
3472000 Facility Rental Fee	22,854.26	50,651.00	-27,796.74	45.12 %
<b>Total 3400000 CHARGES FOR SERVICES</b>	<b>22,854.26</b>	<b>50,651.00</b>	<b>-27,796.74</b>	<b>45.12 %</b>
3610000 INTEREST AND OTHER EARNINGS				
3611100 Investment Interest	57,698.83	61,544.00	-3,845.17	93.75 %
<b>Total 3610000 INTEREST AND OTHER EARNINGS</b>	<b>57,698.83</b>	<b>61,544.00</b>	<b>-3,845.17</b>	<b>93.75 %</b>
3620000 RENTS, LEASES AND CONCESSIONS				
3625001 Long Term Golf Course Lease	33,273.48	27,440.00	5,833.48	121.26 %
3626001 Housing Rentals/Leases	32,357.66	31,782.94	574.72	101.81 %
<b>Total 3620000 RENTS, LEASES AND CONCESSIONS</b>	<b>65,631.14</b>	<b>59,222.94</b>	<b>6,408.20</b>	<b>110.82 %</b>
3670000 PRIVATE SOURCE CONTRIBUTIONS				
3671900 Private Donations - Other	250.00		250.00	
<b>Total 3670000 PRIVATE SOURCE CONTRIBUTIONS</b>	<b>250.00</b>		<b>250.00</b>	
3890000 OTHER GF NON REVENUE	24,963.24		24,963.24	
3951000 SALE OF CAPITAL ASSETS				
3951064 Sale of Machinery & Equipment	9,128.85		9,128.85	
<b>Total 3951000 SALE OF CAPITAL ASSETS</b>	<b>9,128.85</b>		<b>9,128.85</b>	
<b>Total Income</b>	<b>\$4,123,105.06</b>	<b>\$4,040,016.94</b>	<b>\$83,088.12</b>	<b>102.06 %</b>
<b>GROSS PROFIT</b>	<b>\$4,123,105.06</b>	<b>\$4,040,016.94</b>	<b>\$83,088.12</b>	<b>102.06 %</b>
<b>Expenses</b>				
5110000 LEGISLATIVE				
5111010 Board / Employee Compensation	38,904.00	37,840.00	1,064.00	102.81 %
5111020 Board Payroll Taxes	3,269.16	3,297.00	-27.84	99.16 %
5111031 Office & Operating Supplies-Leg	3,457.28	500.00	2,957.28	691.46 %
5111044 Printing and Advertising		375.00	-375.00	
5112041 Professional Services	750.00	10,000.00	-9,250.00	7.50 %
5114049 Memberships & Training		1,818.00	-1,818.00	
5115045 Rentals	1,260.00	2,970.00	-1,710.00	42.42 %
5117051 Elections	19,204.00		19,204.00	
<b>Total 5110000 LEGISLATIVE</b>	<b>66,844.44</b>	<b>56,800.00</b>	<b>10,044.44</b>	<b>117.68 %</b>
5130000 EXECUTIVE				
5131010 Salaries - Exec	72,916.62	75,831.00	-2,914.38	96.16 %
5131011 Wages - Regular	72,355.20	78,757.00	-6,401.80	91.87 %
5131020 Benefits	60,453.28	64,454.81	-4,001.53	93.79 %
5131044 Marketing	31,508.71	65,437.75	-33,929.04	48.15 %



# Peninsula Metropolitan Park District

## GENERAL FUND INCOME STATEMENT 2020

January - July, 2020

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
5131045 Office Lease	54,916.44	64,064.00	-9,147.56	85.72 %
5132041 Executive-Professional Services	75,785.54	174,725.00	-98,939.46	43.37 %
5134043 Executive - Travel	3,052.81	15,700.00	-12,647.19	19.44 %
5134049 Memberships & Training	4,573.10	8,695.00	-4,121.90	52.59 %
5152041 Legal - Professional Services	15,483.50	17,500.00	-2,016.50	88.48 %
5162041 Personnel-Professional Services	25.00		25.00	
5761031 Office and Operating Supplies	2,349.21	4,081.00	-1,731.79	57.56 %
5761035 Minor Equipment	1,058.62		1,058.62	
5761041 Prof. Serv -Computer & Security	15,694.83	16,625.00	-930.17	94.40 %
5761043 Administration - Travel		350.00	-350.00	
5761044 Printing/Advertising	151.00		151.00	
5761045 Operating Rentals and Leases	4,698.77	3,185.00	1,513.77	147.53 %
5761046 Insurance - General Liability	669.00	0.00	669.00	
5761049 Miscellaneous / Events		1,500.00	-1,500.00	
5768953 Other Oper. Exps-External Taxes	220.80		220.80	
5893053 Leasehold Excise Taxes	3,670.44	11,250.00	-7,579.56	32.63 %
5928900 Bond Service Costs	0.00	300.00	-300.00	0.00 %
5977665 Transfer - Capital Fund	3,443,237.00	3,443,237.00	0.00	100.00 %
5977671 Transfer - Debt Service Fund	66,500.00	66,500.00	0.00	100.00 %
5982252 Intergovt Pmt - Fire Protect		5,247.00	-5,247.00	
6103601 Computer Hardware	10,894.46	5,000.00	5,894.46	217.89 %
6103602 Computer Software	1,209.89	11,000.00	-9,790.11	11.00 %
6104201 Postage	625.20	756.00	-130.80	82.70 %
6104202 Telephone	12,682.44	17,286.50	-4,604.06	73.37 %
6104204 Internet	10,105.30	5,250.00	4,855.30	192.48 %
<b>Total 5130000 EXECUTIVE</b>	<b>3,964,837.16</b>	<b>4,156,732.06</b>	<b>-191,894.90</b>	<b>95.38 %</b>
<b>5140000 FINANCIAL AND RECORDS SERVICES</b>				
5141011 Wages - Regular	84,940.04	86,328.06	-1,388.02	98.39 %
5141020 Personnel Benefits	30,927.40	33,304.81	-2,377.41	92.86 %
5141031 Supplies		665.00	-665.00	
5142000 Financial Services	350.00	350.00	0.00	100.00 %
5142336 Computers - Finance		10,000.00	-10,000.00	
5142341 Professional Services	23,394.39	21,935.00	1,459.39	106.65 %
5142349 Bank Charges	200.00	350.00	-150.00	57.14 %
5144043 Travel		567.00	-567.00	
5144049 Memberships & Training	150.00		150.00	
<b>Total 5140000 FINANCIAL AND RECORDS SERVICES</b>	<b>139,961.83</b>	<b>153,499.87</b>	<b>-13,538.04</b>	<b>91.18 %</b>
<b>5710000 PARTICIPANT RECREATION</b>				
5711011 Wages - Administration	68,521.52	73,346.56	-4,825.04	93.42 %
5711020 Benefits - Administration	33,681.30	34,781.25	-1,099.95	96.84 %
5711043 Conferences	906.40	250.00	656.40	362.56 %
5972055 Transfer- Rec. Revolving Fund	180,500.00	180,500.00	0.00	100.00 %



# Peninsula Metropolitan Park District

## GENERAL FUND INCOME STATEMENT 2020

January - July, 2020

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
<b>Total 5710000 PARTICIPANT RECREATION</b>	<b>283,609.22</b>	<b>288,877.81</b>	<b>-5,268.59</b>	<b>98.18 %</b>
5760000 CAPITAL PROJECTS				
5768010 Wages - Regular	105,681.54	145,590.69	-39,909.15	72.59 %
5768020 Personnel Benefits	38,697.72	60,548.81	-21,851.09	63.91 %
5768031 Supplies		3,862.00	-3,862.00	
5768035 Small Equipment		1,600.00	-1,600.00	
5768043 Travel		1,604.19	-1,604.19	
5768045 Facility Rentals		8,750.00	-8,750.00	
5768049 Miscellaneous	750.00	2,217.00	-1,467.00	33.83 %
<b>Total 5760000 CAPITAL PROJECTS</b>	<b>145,129.26</b>	<b>224,172.69</b>	<b>-79,043.43</b>	<b>64.74 %</b>
5768500 PARKS & GROUNDS MAINTENANCE				
5768511 Wages - Regular	260,086.38	343,616.00	-83,529.62	75.69 %
5768520 Benefits	115,287.89	156,312.31	-41,024.42	73.75 %
5768531 Operating Supplies	35,428.86	66,010.00	-30,581.14	53.67 %
5768532 Fuel	6,458.95	10,500.00	-4,041.05	61.51 %
5768535 Small Tools & Minor Equipment	15,926.51	39,401.00	-23,474.49	40.42 %
5768541 Professional Services	19,235.04	48,700.00	-29,464.96	39.50 %
5768543 Travel	172.00	1,281.00	-1,109.00	13.43 %
5768545 Operating Rentals & Leases	3,790.60	6,000.00	-2,209.40	63.18 %
5768546 Surface Water/Noxious Weed Tax	3,496.96	3,500.00	-3.04	99.91 %
5768547 Utility Services	39,069.12	52,145.00	-13,075.88	74.92 %
5768548 Repairs & Maintenance		10,000.00	-10,000.00	
5768549 Memberships & Training	1,156.41	4,500.00	-3,343.59	25.70 %
<b>Total 5768500 PARKS &amp; GROUNDS MAINTENANCE</b>	<b>500,108.72</b>	<b>741,965.31</b>	<b>-241,856.59</b>	<b>67.40 %</b>
<b>Total Expenses</b>	<b>\$5,100,490.63</b>	<b>\$5,622,047.74</b>	<b>\$ -521,557.11</b>	<b>90.72 %</b>
<b>NET OPERATING INCOME</b>	<b>\$ -977,385.57</b>	<b>\$ -1,582,030.80</b>	<b>\$604,645.23</b>	<b>61.78 %</b>
<b>NET INCOME</b>	<b>\$ -977,385.57</b>	<b>\$ -1,582,030.80</b>	<b>\$604,645.23</b>	<b>61.78 %</b>



# Peninsula Metropolitan Park District

## RECREATION REVOLVING FUND INCOME STATEMENT 2020

January - July, 2020

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
<b>Income</b>				
3400000 CHARGES FOR SERVICES				
3476000 Recreation Program Fees	113,412.42	251,121.75	-137,709.33	45.16 %
3479000 Other Fees and Charges	414.41	5,500.00	-5,085.59	7.53 %
<b>Total 3400000 CHARGES FOR SERVICES</b>	<b>113,826.83</b>	<b>256,621.75</b>	<b>-142,794.92</b>	<b>44.36 %</b>
3670000 PRIVATE SOURCE CONTRIBUTIONS				
3671100 Private Donations-Gifts/Pledges	1,020.00	4,000.00	-2,980.00	25.50 %
<b>Total 3670000 PRIVATE SOURCE CONTRIBUTIONS</b>	<b>1,020.00</b>	<b>4,000.00</b>	<b>-2,980.00</b>	<b>25.50 %</b>
3970000 TRANSFERS IN				
3977655 Transfer In-Interfund Subsidies	180,500.00	180,500.00	0.00	100.00 %
<b>Total 3970000 TRANSFERS IN</b>	<b>180,500.00</b>	<b>180,500.00</b>	<b>0.00</b>	<b>100.00 %</b>
<b>Total Income</b>	<b>\$295,346.83</b>	<b>\$441,121.75</b>	<b>\$ -145,774.92</b>	<b>66.95 %</b>
<b>GROSS PROFIT</b>	<b>\$295,346.83</b>	<b>\$441,121.75</b>	<b>\$ -145,774.92</b>	<b>66.95 %</b>
<b>Expenses</b>				
5710000 PARTICIPANT RECREATION				
5712011 Wages - Recreation Program	95,082.78	135,660.00	-40,577.22	70.09 %
5712020 Benefits - Recreation Program	35,373.60	50,132.81	-14,759.21	70.56 %
5712031 Office & Operating Supplies	15,105.28	39,080.00	-23,974.72	38.65 %
5712035 Minor Equipment	1,490.21	1,000.00	490.21	149.02 %
5712041 Sports & Professional Fees	65,653.85	106,505.56	-40,851.71	61.64 %
5712043 Travel	64.63	700.00	-635.37	9.23 %
5712044 Printing & Advertising		500.00	-500.00	
5712045 Rentals	13,554.00	11,209.00	2,345.00	120.92 %
5712049 Memberships & Training	-80.00		-80.00	
5712053 Sales & Use Taxes	2,435.76	3,009.00	-573.24	80.95 %
5714049 Special Events	12,572.96	29,699.65	-17,126.69	42.33 %
<b>Total 5710000 PARTICIPANT RECREATION</b>	<b>241,253.07</b>	<b>377,496.02</b>	<b>-136,242.95</b>	<b>63.91 %</b>
<b>Total Expenses</b>	<b>\$241,253.07</b>	<b>\$377,496.02</b>	<b>\$ -136,242.95</b>	<b>63.91 %</b>
<b>NET OPERATING INCOME</b>	<b>\$54,093.76</b>	<b>\$63,625.73</b>	<b>\$ -9,531.97</b>	<b>85.02 %</b>
<b>NET INCOME</b>	<b>\$54,093.76</b>	<b>\$63,625.73</b>	<b>\$ -9,531.97</b>	<b>85.02 %</b>

			2020 Capital Projects				
Project	Year Started	CIP Fund 1/1/2020	2019 Budgeted Transfers In	Land Sale Donations and Fund Transfers	Capital Fund Expenses	CIP 7/31/2020	Notes
Park Improvement Program	2006	\$6,815,636.46	\$126,593.98	-\$8,033.63	\$0.00	\$6,934,196.81	Transfer to complete the school district property transfer.
Peninsula Enhancement Grant Program (PEG)	2007	\$22,762.96	\$2,237.04	\$0.00	\$16,048.18	\$8,951.82	Scout Reimbursement; Zumar Signs; Voyager PTA
Community Recreation Center	2017	\$410,085.62	\$2,700,000.00	\$0.00	\$62,614.05	\$3,047,471.57	Snodgrass Freeman Associates; Star Tree Service; Daily Journal of Commerce; Synthetic Surfaces; Halsan EF&P; Asbestos NW; Parametrix; Tracys Painting
Lighting Project - Sehmel Homestead Park	2019	\$473,841.13	\$95,000.00	\$0.00	\$387,121.77	\$181,719.36	KCDA Payment; MB Electric
Service Options	2014	\$30,594.02	\$19,405.98	\$0.00	\$20,075.70	\$29,924.30	Star Tree Removal; Cushman Trail Pedestals; Sunrise Beach Bathroom; Plumbing Supplies; Municode
Hales Pass - Renovation	2018	\$31,892.65	\$500,000.00	\$0.00	\$109,745.13	\$422,147.52	Driftmier Architects; Chuck West Construction; KCDA
Dog Park	2019	\$0.00	\$0.00	\$8,033.63	\$8,033.63	\$0.00	School District Transfer Fees
Building Fund	2015	\$100,905.00	\$0.00	\$0.00	\$0.00	\$100,905.00	
<b>Total Capital Funds</b>		\$7,885,717.84	\$3,443,237.00	\$0.00	\$603,638.46	\$10,725,316.38	

The actual cash for these 2020 capital fund transfers will come in during the months of April and October.

**Explanation Financial Statement Line Items      2020 July**

#5111020 Legislative – Compensation & Benefits – Timing Issue \$1064.00

#5111031 Legislative – Supplies – Council Shells - \$2,957.28

#5117051 Legislative – Elections – Election Brochure Invoice was delivered in January 2020 and was budgeted in December 2019. \$19,204.00

#5162041 Executive – Personnel – Social Security Fee HCA - \$25.00

#5761035 Executive – Minor Equipment – Executive Chair and Covid Equipment \$1,058.62

#5761044 Executive – Printing – Excess copier use over contract. \$151.00

#5761045 Executive – Copier – Additional copiers for maintenance and CRC

#5761046 Executive – Insurance – New Truck \$669.00

#5768953 Executive – Taxes – Copier Property Tax - \$220.80

#6103601 Executive – Computer Hardware – Surface Pros Staff, Monitor, Install Services CRC- \$5,894.46

#6104204 Executive – Internet – Comcast Additional Services CRC \$4,855.30

#5142341 Financial Services – Professional Services – State Auditor Expense \$1,459.39

#5144049 Financial Services – Memberships – WFOA membership -\$150.00

#5711043 Recreation – Conferences – Credit for Revenue Class Airline - \$656.40





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## STUDY SESSION MINUTES

August 04, 2020, 5:00 PM

ATTENTION: Protecting the public, our partners, and our staff are of the utmost importance. Due to recent health concerns with the novel Corona-virus, the Park Board has decided to host the meeting Online via Zoom. In accordance with the Governor's Stay at Home Order issued on March 23, 2020, the public is strongly encouraged to participate via teleconference. You can join the zoom meeting for the study session and regular meeting by using the Meeting ID: 880 3783 7513 Password: PenMet0804 or call in at +1 253-215-8782 Password: 6104399684. Meeting agendas can be accessed online at PenMetParks.org. Citizen Comments can be emailed to [admin@penmetparks.org](mailto:admin@penmetparks.org) by August 3rd at 5:00 PM and will be read at the meeting.

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

### Commissioners Present:

Maryellen (Missy) Hill  
Kurt Grimmer (Excused Late 5:12 pm)  
Amanda Babich  
Laurel Kingsbury  
Steve Nixon

### Staff:

Doug Nelson  
Elaine Sorensen  
Eric Guenther  
Stacie Snuffin  
Glenn Akramoff  
Chuck Cuzzetto

### ITEM 1 Approval of Agenda

Commissioner Babich made a motion to approve the agenda, seconded by Commissioner Nixon. The agenda was approved with a 4-0 vote.

### ITEM 2 Board Discussion

#### 2a. CRC (Community Recreation Center) Financial Plan

Interim Senior Operations Manager, Glenn Akramoff gave a general overview of the CRC (Community Recreation Center) project along with an update on the Steering Committee applications. He discussed that Commissioner Nixon and Commissioner Babich will be reviewing the applications from the 8<sup>th</sup>-14<sup>th</sup> of August and Board discussion and approval will be done at the August 18<sup>th</sup> Board Meeting. Akramoff gave a brief overview of the Financial Plan and the 3 major sources of funding for the project which would be the Capital Fund, Fundraising, and the Bond. Akramoff discussed getting permission to enter into contract negotiations with the GC/CM; Korsmo Construction. He gave a reminder that there is a Phase 2 for the contract with BLRB. Akramoff shared the Financial Tolerance Framework. He discussed the different budget and funding areas along with the tolerances for each area. Commissioner Kingsbury inquired about PenMet's Operating Contingency Funds. Akramoff discussed the fund a little further for clarification. President Hill, Akramoff,



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and Commissioner Grimmer discussed change orders and their contingencies. Akramoff and President Hill had further discussion regarding the fundraising goals for the CRC Project. Hill inquired as to whether Akramoff was looking for the Board to discuss their feelings on the Tolerance Framework. Akramoff clarified to Hill that was the intention. Commissioner Nixon discussed how the Financial Committee had run through the Framework several times along with having conversations with Commissioner Kingsbury outside of the Committee and that they felt it was important to give the other Board members a more in-depth explanation of the financial tolerances for the CRC project. Commissioner Babich expressed that with the potential amount of change orders, only one Board member signing gave her some pause; she stated she would like to see two Board members sign off on higher dollar amounts. Akramoff and Commissioners discussed what dollar levels those tolerances should be. President Hill and Akramoff discussed the change order process with the GC/CM and possible unknowns due to soil work and the actual CRC building along with how the change orders will be reported to the Board. Akramoff discussed the bond process and the timelines. Akramoff discussed that he will highlight the items that need to be approved to move forward with the bond process. He presented and explained a Bonding Capacity spreadsheet to the Board. Akramoff discussed sending the spreadsheet to the Board Members allowing them to play around with some of the numbers in the spreadsheet. Commissioner Nixon and Akramoff discussed the bond reserve fund. President Hill inquired about who is in charge of keeping track of the budget. Akramoff and Hill discussed who the responsible parties are along with accountability.

**ITEM 3      Adjournment** Commissioner Hill adjourned the meeting at 6:01 pm

**APPROVED BY THE BOARD ON:** \_\_\_\_\_

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Clerk**



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## REGULAR MEETING MINUTES

August 04, 2020, 6:00 PM

ATTENTION: Protecting the public, our partners, and our staff are of the utmost importance. Due to recent health concerns with the novel Corona-virus, the Park Board has decided to host the meeting Online via Zoom. In accordance with the Governor's Stay at Home Order issued on March 23, 2020, the public is strongly encouraged to participate via teleconference. You can join the zoom meeting for the study session and regular meeting by using the Meeting ID: 880 3783 7513 Password: PenMet0804 or call in at +1 253-215-8782 Password: 6104399684. Meeting agendas can be accessed online at PenMetParks.org. Citizen Comments can be emailed to [admin@penmetparks.org](mailto:admin@penmetparks.org) by August 3rd at 5:00 PM and will be read at the meeting.

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**Call to Order:** The meeting was called to order by Commissioner Hill at 6:03 pm

### Commissioners Present:

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

### Staff:

Doug Nelson  
Elaine Sorensen  
Eric Guenther  
Stacie Snuffin  
Glenn Akramoff  
Chuck Cuzzetto

### ITEM 1 Approval of Agenda

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

### ITEM 2 Citizen Comments N/A

### ITEM 3 Presentations

#### 3a. Director's Report

Executive Director, Doug Nelson reported that a citizen had a medical emergency at Sehmel Homestead Park earlier in the day and that he will keep everyone updated when he received more information. He mentioned a memo for hiring a permanent Senior Operations Manager was in the packet and the intent to advertise for that position. He reported that he would be meeting with Peninsula School District Superintendent, Dr. Art Jarvis to discuss some programming opportunities between PenMet Parks and the school district. He reported that PenMet has been working on the 2021 Preliminary Budget. Nelson reported that the mobile home at Narrow's Park has extensive water damage and other issues and that it had been determined that it would not be cost effective to repair. He reported that he had spoken with Attorney Mark Roberts regarding the rental agreement, that he and Parks and Facilities Manager, Ron Martinez



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met with the current caretaker to share the news. He reported that the caretaker is going to be trying to move out by the end of August and that the other caretaker on the property will be taking over the duties that were assigned to the other caretaker. Nelson gave an update on fall programming objectives for the recreation staff and marketing efforts that will be made. Commissioner Kingsbury and Nelson discussed his meeting with Lobbyist Doug Levy.

### 3b. President's Report

President Hill discussed bringing back Jurassic Parliament for some more training and that she would be speaking with them about a potential schedule for the training sessions. Hill reported that she and Commissioner Babich had identified some current council opportunities in Pierce County and that they would forward those to the rest of the Board to see if there is any interest in participating on any of those boards. President Hill announced that Executive Director Nelson will be going on vacation later in the month. Hill complimented Nelson on his handling of all things Covid as it pertains to PenMet Parks. Hill reported that the miniature golf course at the CRC is in the process of being repaired and that there is a service group that is looking into using it as a fundraiser in September. She reported that PenMet Parks participated in Pierce County Trails Day at a few parks (McCormick Forest, Rotary, and Harbor Family); staff and volunteers were busy cleaning trails and trimming overgrowth on Saturday, July 25<sup>th</sup>. Hill thanked Commissioner Nixon, Staff, and volunteers.

## ITEM 4 Consent Agenda

Commissioner Babich made a motion to approve the agenda, seconded by Commissioner Grimmer. Commissioner Grimmer made a motion to amend the minutes seconded by Commissioner Babich. The agenda was approved with a 5-0 vote with discussed amendments to be made to the minutes.

### 4a. Approval of Minutes

7-21-20 Study Session and Regular Minutes

### 4b. Approval of Vouchers

\$82,624.56 Reference Number V2020-374-388

## ITEM 5 Unfinished Business

### 5a. Covid-19 Fiscal Report

Executive Director, Doug Nelson gave a Covid-19 Fiscal update. He reported that PenMet will be having a couple of drive-in movie nights, provided an update on registration for summer camps, and shared recreation revenue figures. He also reported that PenMet is on target with the 2020 budget for the General and Capital Funds. PenMet is moving forward with the hiring process for a Ground Maintenance position and



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Senior Operations Manager position and that PenMet has submitted Covid-19 related expenses for reimbursement to Pierce County.

**5b. Negotiate with the GC/CM (General Contractor/Construction Manager) Approval**

President Hill made a motion to approve the Executive Director and staff begin negotiations with Korsmo Construction as the GC/CM for construction of the Community Recreation Center Project, seconded by Commissioner Nixon. The motion passed with a 5-0 vote.

**5c. Approval of Senior Operations Manager Job Description and Salary Range**

Commissioner Nixon made the motion to approve the updated job description and salary range for the Senior Operations Manager and give PenMet staff approval to move forward on the recruitment and hiring process, seconded by Commissioner Kingsbury. The motion passed with a 5-0 vote. Executive Director Nelson and Commissioners had a brief discussion about the key responsibilities for the new Senior Operations Manager position.

**ITEM 6 New Business**

**6a. Fundraising Consultant Contract Approval**

Commissioner Grimmer made a motion to authorize the Executive Director to sign the agreement, in substantially the form attached and any related documents, with Linda Kaye Briggs of The Briggs Group for fundraising campaign consultant services per the scope of work, seconded by President Hill. Commissioners, Interim Senior Operations Manager, Glenn Akramoff and Executive Director discussed the Fundraising Consultant contract further. The motion passed with a 5-0 vote.

**ITEM 7 Committee Reports**

**7a. CRC Finance**

Commissioner Nixon reported that the Finance Committee Minutes came in the form of the Financial Tolerance Framework document that was presented in the earlier Study Session.

**7b. CRC Marketing**

Commissioner Grimmer reported that they addressed the contract for the Fundraising Consultant Contract at their last committee meeting.

**7c. CRC Operations**

Commissioner Babich reported that they had not had a committee meeting since the last Board meeting. Commissioners and PenMet Staff discussed



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whether PenMet should include citizens outside of the district from the greater Gig Harbor surrounding areas to participate on the CRC Steering Committee.

## ITEM 8 Comments by Board

Commissioner Nixon reported that he and Executive Director Nelson had the opportunity to participate on the panel for the Key Peninsula Parks hiring of their new Executive Director. He also commented that he participated in the Pierce County Trails Day hosted by PenMet Parks. Commissioner Kingsbury commented that she appreciated that PenMet did the event although she was unable to attend. She also commented that she had received an email from a constituent with concerns about how active and populated Sehmel Homestead Park has been. She expressed that she would like to keep the conversation going regarding Covid-19. President Hill reported that herself, Commissioner Babich, and Nelson communicate regularly to make sure PenMet is communicating with constituents as far as fields and court schedules along with improving park signage. Commissioner Babich commented about crowds closing parks and continuing with the message about social distancing. President Hill commented on the Maintenance Staff's efforts to clean up over at the Hale Pass facility. She reported that she did a walk through at the CRC and spoke with Special Events Coordinator, Kelly Darling about any needs for the Drive-in Movie Night event; Darling expressed to her that she could use some help with the snack packs for the event. President Hill stated that she would like to use \$200.00 of her legislative funds to sponsor the snack packs for the event on August 13<sup>th</sup>. She asked if any other Commissioners would like to do the same for the next Drive-in Movie Night on August 27<sup>th</sup>. Commissioner Nixon commented that he would sponsor the next one for the snack packs. Commissioner Kingsbury reminded The Board that she would not be available for the next Board Meeting.

## ITEM 9 Next Board Meetings

Tues. August 18, 2020 (Study and Regular) Via Zoom or Teleconference 5:00 PM

## ITEM 10 Executive Session: N/A

## ITEM 11 Adjournment Commissioner Hill adjourned the meeting at 6:57 pm

APPROVED BY THE BOARD ON: \_\_\_\_\_

\_\_\_\_\_  
President

\_\_\_\_\_  
Clerk





Finance Department  
District Payment Transmittal

District Name: Metro Park District-Peninsula

PAYMENT LISTING

Trans Date	District Ref #	Payee Printed Name	Amount
8/3/20	V2020-389	Eleanor Tieman	\$52.20
8/3/20	V2020-390	Tristen Reid	\$95.22
8/3/20	V2020-391	Stacy Gargalione	\$962.50
8/3/20	V2020-392	Harbor Gymnastics	\$1,275.00
8/3/20	V2020-393	Madeline Hunter	\$8,140.80
8/3/20	V2020-394	HEALTH CARE AUTHORITY	\$23,216.86
8/3/20	V2020-395	Brown Dog Realty LLC	\$9,152.74
8/3/20	V2020-396	Department of Retirement Services	\$21,094.32
8/3/20	V2020-397	CIT	\$90.37
8/3/20	V2020-398	HealthEquity	\$100.00
8/3/20	V2020-399	CW Janitorial Services	\$1,700.24
8/3/20	V2020-401	Fun Flicks	\$4,000.44
8/3/20	V2020-402	Swank Motion Pictures Inc.	\$170.00
8/3/20	V2020-403	DPI PRINT	\$108.50
8/3/20	V2020-404	Pacific Office Automation Headquarters	\$2,122.15
8/3/20	V2020-405	POA Leasing - PA	\$225.61
8/3/20	V2020-406	DON SMALL & SONS OIL	\$414.82
8/3/20	V2020-407	HEMLEYS HANDY KANS	\$989.00
8/3/20	V2020-408	PURDY TOPSOIL & GRAVEL	\$418.96
8/3/20	V2020-409	Sarco Supply	\$1,482.88
8/3/20	V2020-410	Pierce County Security	\$3,332.00
8/3/20	V2020-411	US BANK CORPORATE PAYMENT SYSTEM	\$18,939.90
8/3/20	V2020-412	Tacoma Winsupply	\$179.65
8/3/20	V2020-413	Washington Tractor	\$594.15
8/3/20	V2020-414	Strohs Water Company Inc.	\$98.39
8/3/20	V2020-415	Enduris	\$76,005.00
8/3/20	V2020-416	Pierce County Fire District #5	\$4,171.65
8/3/20	V2020-400	KCDA	\$46,718.66
8/3/20	V2020-417	Peninsula Metropolitan Park District	\$64,266.02
8/3/20	V2020-418	HEMLEYS SEPTIC SERVICE	\$2,077.08
8/3/20	V2020-419	The Driftmier Architects, P.S.	\$1,569.74



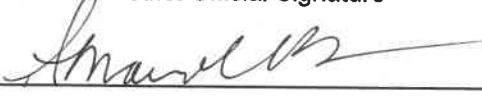
Payment Count: 31

Total Amount: \$293,764.85

Payment Count: 31  
Payment Total: \$293,764.85

**CERTIFICATION**

I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or labor performed as deccribed herein, and that the claim is a just, due and unpaid obligation, and that I am authorized to authenticate and certify to said claim.

 _____ Authorized District Official Signature	<u>8/4/20</u> _____ Date	_____ Authorized District Official Signature	_____ Date
 _____ Authorized District Official Signature	<u>8/4/2020</u> _____ Date	_____ Authorized District Official Signature	_____ Date
 _____ Authorized District Official Signature	<u>8/7/2020</u> _____ Date	_____ Authorized District Official Signature	_____ Date
_____ Authorized District Official Signature	_____ Date	_____ Authorized District Official Signature	_____ Date

**INSTRUCTIONS FOR USE:**

Submit signed Transmittal To Pierce County Finance Department

FAX:  
253-798-6699

EMAIL:  
PCACCOUNTSPAYABLE@co.pierce.wa.us

**PC Finance Department Use Only**

Authorization Recieved on \_\_\_\_\_

Batch Verified by \_\_\_\_\_





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## COVID-19 FISCAL UPDATE: August 18, 2020

- Recreation Update
  - Per the Finance Report, Recreation Revolving Fund is behind budget by \$9,531 but will likely be adjusted to a more favorable margin when August revenues are deposited from Active Net proceeds.
    - Staff is focused on tight monitoring of expenses
    - Due to better than expected registration numbers for camps and other programs, the Recreation Department is incurring expenses for part-time staff, supplies, equipment and contractors
    - I will have a report on the August 13<sup>th</sup> Drive-In movie (The Lion King) and a reminder about the upcoming movie on August 27<sup>th</sup> (Goonies)
  - Preparation is still underway for the Fall Recreation Guide, with different programming considerations being made to comply with the current Phase 2 guidelines; although the Guide may be greatly scaled down and focus more on featured parks, amenities, etc. unique targeted marketing pieces are being considered along with increased efforts to use social media for lower-price yet very effective and targeted marketing
  - Registrations
    - Registrations remain steady, yet in some cases camp and classroom capacities are being adjusted to adhere to COVID-related guidelines
  - Revenues
    - As reported in the Finance Update, \$63K of new revenues in the first two weeks of August
  - Current Fund balance
    - Projecting to be on target at year-end
- Capital Fund
  - On target with 2020 budget
- General Fund
  - Facility Rentals are \$27,796 below budget due to COVID-related restrictions on bookings, although Facilities/Rental Coordinator Aiden Krug is doing a great job booking ballfields and courts for various user groups
  - General Fund still on target with 2020 projection

- Parks and Facilities
  - Due to cost saving measures and some expense freezes, projection for year-end M & O is on-target

Please contact Executive Director Doug Nelson at [dnelson@penmetparks.org](mailto:dnelson@penmetparks.org) or 253-858-3408 if you have any questions.



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## DISTRICT COMMISSION MEMO

**To:** Peninsula Metropolitan Park District Board of Commissioners  
**From:** Glenn Akramoff, Interim Sr. Operations Manager  
**Date:** August 18, 2020  
**Subject:** Parametrix Contract Amendment

### Background /Analysis

PenMet Parks solicited proposals from an Owner's Representative to support the design and construction of the community recreation center (CRC) at 2416 14th Ave. NW. The first part of this agreement (approved as resolution 2020-05) is to prepare an application to the Washington State Capital Projects Advisory Review Board (CPARB) to enable PenMet Parks to be authorized to use the GC/CM procurement process for the development of the CRC, as presented to the Commission at the March 17 meeting. The second part of this agreement involves a presentation to the CPARB on May 28, 2020. The final part of the agreement was to lead and support the selection process of the Architect and Engineering Team and the GC/CM Contractor. The Commission approved the Architect Services Phase 1 contract on July 21, 2020. The GC/CM preconstruction services contract will be before the Commission on September 15.

The Owner's Representative will also support PenMet during the selection of the Design Firm and the GC/CM (General Contractor/Construction Manager), including potentially sitting on the selection panels, as part of this agreement. The Owner's Representation function associated with the actual design and construction elements of the project were not addressed in the original agreement, as there were too many unknowns. There was also a need to be prompt as the CPARB meeting for approval of the GC/CM process was needed quickly to keep the project moving forward.

The attached document is the scope of work for the design and construction phase of the project. It includes the current proposed project schedule, hourly costs for each of the proposed team members, and a lump sum cost for services. The scope of work is based on an understanding of the current needs of the project.

The Parametrix teams' services are vital to the success of the project. The work includes project management and specific construction inspection specific to the GC/CM process to ensure PenMet's needs are always represented and met. Their familiarity and reputation with the GC/CM process was a crucial factor in the approval by the CPARB on May 28, 2020.



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These services are also a legal requirement and condition approval to utilize the GC/CM delivery method for which PenMet has no experience.

1. CW 39.10 Statutory Requirement: RCW 39.10 requires the Owner to have the required minimum GC/CM experience on their team to use the GC/CM delivery method. Per Section 7 in the GC/CM Project Application. This section prescribes the experience requirements.
2. Condition of Approval: See Section “C” on the attached GC/CM requires all six (6) criteria must “Pass”. RCW 39.10 allows for “augmentation” to the team with a consultant with GC/CM experience to satisfy this requirement; therefore, it is a condition of the PRC approval.

## Recommendation

Staff recommends that the Commission approves the contract amendment (Resolution 2020-05) for Owners Representation Services for the design, construction, closeout, and warranty periods. The contract amendment is in the amount of \$649,819 for a total contract amount for both phases of not to exceed \$746,178.

## Motion

I move to approve the contract amendment with Parametrix for Owners Representation Services from design and construction through the warranty period in the amount of \$649,819 for a total not to exceed the amount of \$746,178.

## Attachments:

Amendment Form

Parametrix Scope of Work

## CONTRACT AMENDMENT FORM

**CONTRACT: Parametrix for Owners Representation Services**

**COST: \$655,569.00**

AMENDMENT #1	ADMENDMENT COST	ORIGNIAL COST
	\$649,819	\$96,359.00
		OVERALL CONTRACT COST
		\$746,178
<p>Description:</p> <p>1.1 The amendment includes the scope of work for the design and construction phase of the project. It incorporates the current proposed project schedule, hourly costs for each of the proposed team members, and a lump sum cost for services. The scope of work is based on an understanding of the current needs of the project.</p> <p>The current proposed amount of the contract amendment is not to exceed \$649,819 from the August 15, 2020 through September 1, 2023. The total amended contract will be not to exceed \$746,178.</p>		

Original effective date of contract: 8/15/2020

New end date of contract: 9/1/2023

\_\_\_\_\_  
Signature of President

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Signature of Staff



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## DISTRICT COMMISSION MEMO

**To:** Peninsula Metropolitan Park District Board of Commissioners  
**From:** Glenn Akramoff, Interim Sr. Operations Manager  
**Date:** August 18th, 2020  
**Subject:** **Steering Committee Selection**

### Background /Analysis

A vital part of the Public Involvement process is the formation of a Steering Committee to provide input to the Design Team on needs and design elements for the Community Recreation Center (CRC) project. The Steering Committee is supported by the Architects firm BLRB and BRS, the Project Team, and PenMet Staff.

The Steering Committee, made up of a diverse representation of the Community of the Greater Gig Harbor area, will be presented with the project details, goals, and preliminary design elements. This process will include information on project funding, timing, and regulations that impact the project. Once they are familiar with the project, there will be multiple meetings to discuss the project elements and give the design team input. The final session will be a report out by the Design Team to the Steering Committee on how their information was implemented within the design to include any elements that were left out. The presentation will consist of the reasons that design elements were dropped for the project if that occurs. The meetings will be approximately three weeks apart from September 2nd to late October.

The Steering Committee will elect a Chair and Vice-Chair to facilitate the meetings (not PenMet Staff or Commissioner). The Committee will provide updates to the Board of Commissioners and complete a final report (verbal) through the Chair and Vice-Chair. BRS Architects will lead the Steering Committee process with support from BLRB Architects staff, Parametrix staff, and PenMet staff.

The Steering Committee application period was from July 22nd – August 7<sup>th</sup>. The application invitation was circulated via social media, on PenMet's website, and to our email base. Thirty-one applications were received. Commissioner Babich and Commissioner Nixon were provided the applications on Tuesday, August 8<sup>th</sup>, and completed their review on Friday, August 14th. Their recommendation for the Committee is attached.



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## Schedule:

- August 18th - Consideration and Approval of the Steering Committee
- September 2nd –First Steering Committee Meeting (Virtual)
- September 2nd to October 30th – Steering Committee Meetings
  - Meeting #1 – Project Introduction and Program Prioritization (Presentation, Q & A & Input)
  - Meeting #2 – Initial Findings and Option Evaluation on Design and Operation (Discussion)
  - Meeting #3 - Preliminary Concept Design and Operation Proforma Report Out (Discussion)
  - Meeting #4 – Final Concept Design and Operation Proforma Report Out (Presentation, Q & A & Final Input)
  - Meeting #5 – Neighborhood Meeting (Open House)
- To be determined – Thank you and Recognition

## Recommendation

Commissioner Babich and Commissioner Nixon, having reviewed all the submitted applications, recommend the Board approve the Steering Committee of twenty members that as presented.

## Motion

I move to approve the Steering Committee selection as presented and instruct staff to schedule the Steering Committee meetings.

## Attachments:

Steering Committee Recommendation from Operations Committee Board Members

# PenMet Parks Community Recreation Center Project Planning Steering Committee

<u>Name</u>		<u>Interest</u>		
<b>Steering Committee</b>				
1	Tracie Markely	City of Gig Harbor		
2	Not filled (Eric?)	Pierce County (Local PALS)		
3	Mark Michel/Linda Parry	Key Pen Parks		
4	Dan Gregory	PSD		
5	Jeff Wenrich	Soccer		
6	Nick Langlow	Community		
7	Jud Keim	Sport		
8	Nitant Majmudar	Wellness/Community		
9	Leah Andrews	Recreation		
10	Joel Wingard	Community/Senior		
11	Jessica Hogan	Home School/Alt		
12	Linda Hume	Pickleball		
13	Sherie Coons	Tennis		
14	Brian Tovey	Sport		
15	Linda Filson	Seniors		
16	Carrie Petershagen	Playground/Events		
17	Gretchen Beckman	Neighbor		
18	Charles Bernick	Running		
19	Roger Simms	Special Populations		
20	Sharon Snuffin	Events		
21	Jessie Marquart	Community		





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## DISTRICT COMMISSION MEMO

**To:** District Commission  
**From:** Eric Guenther, Planning & Special Projects Manager  
**Date:** August 18, 2020  
**Subject:** Resolution R2020-019 Approving A&E Agreement for Hale Pass Arletta Schoolhouse Renovation Designer

### Background / Analysis

PenMet Parks issued an RFQ and selected Driftmier Architects in November, 2019, to perform design, permitting, bidding, and construction management work for the Arletta Schoolhouse renovation at Hales Pass Park.

The renovation plan addresses issues such as ADA access for the building and restrooms, ingress and egress issues, as well as upgrades to plumbing and electrical systems, and building structural improvements.

The initial Professional Services Agreement was for site visits, assessment work, schematic design, and a cost estimate. That work was completed and delivered for Board review on July 7, 2020.

The attached Architect and Engineer (A&E) Agreement will cover the remaining design work for the project including construction documents, permitting, bidding, and construction administration as identified in the agreement scope of work.

Funding for the project was addressed in Resolution R2020-018, previously considered. The current cost estimate and schedule for the project are attached.

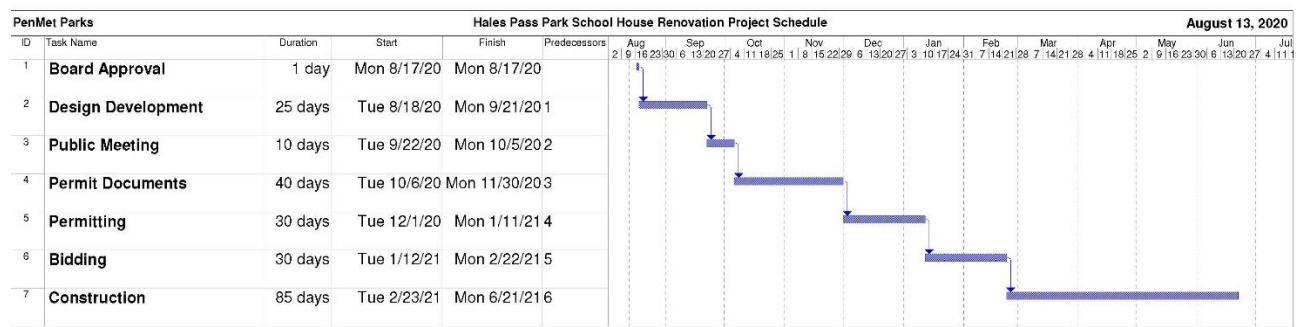
### Policy Implications/Support

1. At their regular meeting on December 3, 2019 the Board of Park Commissioners approved Resolution R2019-023 authorizing the Professional Services Agreement with Driftmier Architects PS to perform an assessment and design renovations for the Arletta School House at Hales Pass Park.
2. At their regular meeting on November 19, 2019, the Board of Park Commissioners approved Resolution 2019-022 transferring up to \$700,000 to the Hale Pass Park Fund to augment the then balance of \$31,986.25. Ultimately, \$500,000 was transferred.

## Recommendation

Staff recommends that the Board (I move to...) approve Resolution R2020-019 Authorizing the Executive Director to sign all documents related to the A&E Agreement, in substantially the form attached, with Driftmier Architects PS for the Hale Pass Arletta Schoolhouse Renovation.

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



## Arletta Schoolhouse Renovation - Hales Pass

(Approximately 3000 sq ft)

Driftmier Base Estimate \$700,010.00  
(Tax and Contingency Included)

### Added Alternates:

Asphalt Driveway	\$61,638.00
Downspouts to Drywells	\$33,264.00
Freeze-proof hydrants	\$7,945.00
Sheathing at Bulk Walls	\$47,455.00
Entry Columns (CWest)	\$40,000.00
New Well	\$40,000.00
(above include tax and contingency)	
	\$930,312.00

A&E	15%	\$139,546.80
Total:		\$1,069,858.80

Hale Pass Fund Balance	\$428,114.16
Required Funds	\$641,744.64

# Peninsula Metropolitan Park District



## **ARCHITECTURAL/ENGINEERING AGREEMENT** **Arletta Schoolhouse Renovation at Hale Pass**

THIS AGREEMENT, made and entered as of the \_\_\_\_ day of August, 2020 (for reference purposes only), by and between the Peninsula Metropolitan Park District, hereinafter called "PenMet" and The Driftmier Architects, PS, whose address is 7983 Leary Way NE, Redmond, WA 98052, hereinafter called the "A & E".

WITNESSETH:

WHEREAS, PenMet proposes to proceed with the design and subsequent renovation of the Arletta Schoolhouse at Hale Pass Park, hereinafter referred to as the "Project" at a maximum allowable construction cost as defined in Article IV, and hereinafter referred to as "M.A.C.C.", not to exceed \$850,312.00. 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 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.

### **CONDITIONS OF THE AGREEMENT**

#### **Article I: PenMet's Responsibilities**

- A. In consultation with PenMet's Board of Park Commissioners and staff, the A & E shall develop a written Program of Requirements for the Project. PenMet shall approve the final Program of Requirements. PenMet's standards for construction, if any, shall be considered a part of the program requirements. Should PenMet make any modifications to the Program of Requirements after the Program of Requirements has been approved, PenMet 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 shall furnish to the A & E sample construction contract documents containing PenMet's contract requirements and provisions.
- C. PenMet shall furnish to the A & E documents and information in its possession and related to the Project as requested by the A & E. PenMet will provide a survey of the property, and any existing site construction drawings to the A & E.
- D. PenMet shall furnish information, approvals, and services required of PenMet as expeditiously as reasonably necessary for the orderly progress of the work.

- E. PenMet shall designate a representative authorized to act in its behalf. He 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's representative for this project will be Eric Guenther (e-mail: EGuenther@PenMetParks.org).
- F. PenMet shall arrange and pay for the required advertisements and reproduction for bid for the construction of the Project.
- G. PenMet 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's policies, personnel, or property are involved, in which case PenMet will promptly notify the A & E of the action taken.
- H. Field representatives of PenMet 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 shall furnish such legal, accounting and insurance counseling services as may be necessary for PenMet use on the Project and such auditing services as PenMet 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 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's has approved the following consultants:

Mechanical, Plumbing & Electrical Engineer:

	Rensch Engineering, LLC, Christopher Rensch, PE, LEED AP
Structural Engineer:	AUE, Brian Unsderfer, SE, SECB, Principal
Civil Engineer:	Contour Engineering, Brett Allen - Principal
Cost Estimator	The Woolsey Company, LLC, Matthew M. Woolsey, Principal

A & E shall be responsible for contracting with the consultants and coordinating their work. PenMet 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, in writing.

- b. Upon written request, the A & E shall furnish a copy to PenMet of the A & E's contract(s) with his consultant(s).
- c. The A & E's consultants shall give written acknowledgment of receipt of the Program of Requirements as finally approved by PenMet.
- d. The A & E shall indemnify PenMet 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 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 informed of the progress and quality of the work, and shall endeavor to guard PenMet 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.
5. The A & E shall provide to PenMet for review and approval four (4, or as requested) complete sets 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, for bidding or otherwise, the A & E shall be reimbursed for them in accordance with Articles III, VIII, and XII.
6. The A & E, at such time and in such form as PenMet may require, shall furnish PenMet with periodic reports pertaining to the services and deliverables undertaken pursuant to this Agreement. The A & E will make available to PenMet all work-related accounts and records for auditing, monitoring, or evaluation during normal business hours.
7. Should PenMet require the A & E to serve as a witness on behalf of PenMet 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, a written proposed time schedule for the Project's design phases. Such schedule shall provide for a construction phase completion date of June 21, 2021. It shall be the A & E's responsibility to inform PenMet 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.
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, or PenMet's 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.
3. The A & E shall prepare schematic design documents in sufficient detail to allow for an informed decision to be made by PenMet 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 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" attached as Exhibit "B".
5. The A & E shall secure PenMet's 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's 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 schematic design 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, VIII, and XII.
4. A revised 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. 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 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.
5. PenMet 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, VIII, and XII and shall be paid for as an extra service requested by PenMet.
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 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's 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. Changes requested by PenMet may be made subject to agreement for extra services as set forth in Articles III, VIII, and XII. The A & E shall submit to PenMet 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 shall be made without charge to PenMet unless charges are agreed to in writing by PenMet prior to the execution of any changes requested by the A & E.
3. PenMet's Contract for Construction and General Conditions for Public Works Projects, as furnished by PenMet, 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. All contract documents, drawings, and specifications shall be the property of PenMet.
5. The A & E shall submit four (4) sets of prints of the completed working drawings, four (4) copies of the specifications, two (2) copies 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's 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 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 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, 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 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, VIII, and XII.
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, the A & E shall prepare all necessary applications for permits for the Project, submit them to the appropriate agencies for approval and assist PenMet in obtaining all necessary permits. PenMet will pay to the appropriate permitting agencies all filing fees associated with the permitting. The A & E shall keep PenMet informed of the status of the permitting process and consult with PenMet 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 to call for bids, the A & E shall provide four (4) copies of the permitted drawings and specifications for PenMet's use. In addition, the A & E shall provide to PenMet one (1) complete reproducible set of drawings and specifications in such form as PenMet deems necessary for reproduction by PenMet for use in bidding of the Project.

10. Bidding. In consultation with PenMet and in compliance with the law, the A & E shall:

- a. Prepare, issue and publish the request for bids for the Project.
- b. Issue the bid documents to bidders, maintain an accurate plan holders list, and keep PenMet informed as to the number and names of plan holders. Bidders shall be instructed to provide their bids to PenMet.
- 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 by advising PenMet 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., the A & E agrees to revise the drawings if so requested by PenMet in order to bring the construction costs within the M.A.C.C., with no additional compensation to the A & E. PenMet, in this event, will cooperate with the A & E to make reductions in the scope of the Project. 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 XI, Section A, in which case any fees paid for this phase 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. After formal award of the construction contract by PenMet, the A & E, if requested by PenMet, 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 will issue to the successful contractor(s) written formal notices to proceed with the work. The A & E 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's 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, 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 and contractor in writing of non-compliance.
  - e. The A & E shall establish with PenMet 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. 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's written approval.
  - g. Promptly advising PenMet 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 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 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 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 insure 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 to prepare drawings and/or specifications for change orders, reimbursement shall be as stipulated in Article VII.
5. Upon completion or termination of this Agreement, all original 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 prior to any final payment due the A & E. Upon specific request of PenMet, before delivering the tracings, the A & E shall prepare a set of reproducible record prints on plastic film 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.

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 shall be the property of PenMet.
7. The A & E acknowledges that PenMet 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 without additional compensation. In the event PenMet does utilize such work materials, it shall be at PenMet's own risk and PenMet 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 concerns brought to the A & E's attention during the twelve month guarantee period. The A & E and PenMet agree that requests for on-site visitation shall be done on a reasonable basis. The A & E shall work with PenMet 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 VIII; however, no payment for extra services shall be made unless such extra services are approved in writing by PenMet 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 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.
  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.
  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 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.
11. Revising previously approved drawings or specifications to accomplish changes directed by PenMet. However, no compensation for extra services shall be paid for revisions or bid alternates required to bring the construction cost within the approved estimate. Should reductions in the Project be made necessary by the bids exceeding allowable funds, PenMet reserves the right to order changes in the plans, specifications, and work to secure the most desirable solution within available funds without extra compensation to the A & E.
12. Incorporating changes in utilities or other items into the record prints if requested by PenMet 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 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.
17. A & E services provided for change orders during construction phase shall be paid as follows:
  - a. Change orders initiated by PenMet shall be paid at the rates set forth in Article XII 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.
18. The A & E shall be reimbursed for the additional work necessary in the preparation of separate bid documents where PenMet requests separate bidding of construction phases.

## COST DETERMINATION

### Article IV: 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 for construction purposes not including A & E fee, State of Washington Sales Tax, professional fees, PenMet's 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 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 V: A & E's Estimates of Cost

It is understood that the A & E does not guarantee his estimates of the construction costs. The A & E shall notify PenMet in writing at any time he 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 shall be responsible for changing the program of requirements to allow project to stay within M.A.C.C.

Article VI: Compensation Determination Defined

The total basic fee payable to the A & E for all phases of design and construction shall not exceed ONE HUNDRED THIRTY EIGHT THOUSAND EIGHT HUNDRED (\$138,800.00), 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 for such services and written approval of the additional cost.

PAYMENT PROCEDURE

Article VII: 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.

**A&E Fees**

<b>Project Cost:</b> <span style="float: right;">\$850,312.00</span>			
		<b>Fee %</b>	
<b>Base A/E Fees:</b>		20.51%	174,390.00
<b>Fee by Phase:</b>			
1	Schematic Design (Completed)	20%	\$35,590.00
2	Construction Documents	22%	\$38,500.00
3	Permitting	4%	\$6,760.00
4	Bidding	4%	\$7,320.00
5	Construction Administration & Closeout	10%	\$17,950.00
6	Reimbursable Expenses	1%	\$2,105.00
7	Consultants	38%	\$66,165.00
Total Architectural & Engineering		100%	\$174,390.00
Less Schematic PSA (Completed)			\$35,590.00
<b>This A&amp;E Agreement</b>		<b>16%</b>	<b>\$138,800.00</b>

- 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 to the A & E. PenMet 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 to the A & E. PenMet 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. PenMet will process payments on the 2nd and 16th of each month, present the request to the Board at its next regularly scheduled meeting (typically 2nd and 4th Mondays), and upon approval will submit a check request to Pierce County for issuing payment (which is typically 2 weeks from the date of the request to the date of payment).
- F. Document Delivery: An amount equal to one percent (1%) of the A & E's total fee shall be retained for the work authorized by this Agreement until PenMet has received documents as defined in Article II, Section E, paragraph 5. Said fee shall be subject to A & E completion of the four prior phases.
- 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 shall agree on items to be bid as additive or deductive alternates to the basic bid. There shall be no cost to PenMet 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 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 XII 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 XII 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 VIII: 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.
- 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 cannot agree to a sum for extra services, PenMet reserves the right to employ other means to accomplish the extra services.

#### Article IX: 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. Any such assignment shall not affect PenMet's right to assert offsets or damages against contract payments otherwise due.

#### Article X: 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 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 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 XI: Termination of Agreement

- A. Termination by PenMet.
  - 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 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 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 for damages sustained by PenMet 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 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 from the A & E is determined. The A & E shall refund to PenMet any amounts paid but unearned by virtue of the termination.
5. PenMet 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 XI, Section A, Paragraph 2 above, shall be delivered to and become property of PenMet 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 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. 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 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 XI, Section A, Paragraph 2 above shall, shall be delivered to and become property of PenMet 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 XII: Special Conditions

A. Rates for Extra Services:

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

Principal Architect	\$ 150/hour
Project Architect	\$ 140/hour
Senior Project Manager	\$ 125/hour
Project Manager 2	\$ 115/hour
Project Manager 1	\$ 105/hour
Senior Designer	\$ 95/hour
Designer 2	\$ 85/hour
Designer 1	\$ 80/hour
Administrative Coordinator	\$ 90/hour

2. Consultant Supervision and Handling Fee 10% 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.
- 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's designating the venue of any such suit or arbitration. This Agreement shall not be construed either for or against the A & E or PenMet, 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.
- G. Insurance:
1. A & E shall, prior to commencing work under this Agreement, provide to PenMet 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:
    - 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 \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$1,000,000 products-completed operations aggregate limit. The Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. The above insurance policies, excepting the Errors and Omissions Liability Policy, shall name PenMet 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 \$250,000 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. Failure on the part of A & E to maintain the insurance as required shall constitute a material breach of the Agreement, upon which PenMet 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 on demand.
  6. The A & E and PenMet 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 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 against and hold harmless PenMet from claims, demands or suits based solely upon the negligent or wrongful conduct of PenMet, 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, its officials, officers and employees, this indemnity provision with respect to claims or suits based upon such concurrent negligence, the costs to PenMet 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 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 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, 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](http://www.sam.gov) and/or [www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp](http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp).

- J. Conflict of Interest. No officer, employee or agent of PenMet 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. 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	A & E: The Driftmier Architects, PS
By: _____ Doug Nelson, Executive Director	By: _____ Lee Driftmier, Principal
Date: August ____, 2020	Date: August ____, 2020
Address: P.O. Box 425 Gig Harbor, WA 98335	Address: 7983 Leary Way NE Redmond, WA 98052
Phone: (253) 858-3400	Phone: 425-881-7506
Fax: (253) 858-3401	Fax: 425-881-7306
E-Mail: DNelson@penmetparks.org	E-Mail: Lee@Driftmier.com
APPROVED AS TO FORM:  By: _____ Attorney For the Peninsula Metropolitan Park District	

Copy 1: A & E (Original)  
Copy 2: Contract Compliance (Original)

## EXHIBIT A

### A & E FEE SCHEDULE (FOR SCOPE OF WORK BELOW)

<b>Project Cost:</b>		\$850,312.00	
		Fee %	
<b>Base A/E Fees:</b>		20.51%	174,390.00
<b>Fee By Phase:</b>			
1	Schematic Design (Completed)	20%	\$35,590.00
2	Construction Documents	22%	\$38,500.00
3	Permitting	4%	\$6,760.00
4	Bidding	4%	\$7,320.00
5	Construction Administration & Closeout	10%	\$17,950.00
6	Reimbursable Expenses	1%	\$2,105.00
7	Consultants	38%	\$66,165.00
Total Architectural & Engineering		100%	\$174,390.00
Less Schematic PSA (Completed)			\$35,590.00
This A&E Agreement		16%	\$138,800.00

### EXHIBIT A – ARCHITECTURAL SCOPE OF WORK TO THE AGREEMENT BETWEEN PENINSULA METROPOLITAN PARK DISTRICT AND THE DRIFTMIER ARCHITECTS, PS

This scope of work includes construction documents, permitting, bidding and construction administration for the Hales Pass Park Community Center. The anticipated construction work is based off of the schematic plans developed in the previous phase of work and discussions during the review of the schematic cost estimate. The current scope includes the following architectural tasks:

## **TASK I - CONSTRUCTION DOCUMENTS**

### **1. Site Visit**

Now that the scope of the construction work is known, visit the site to do a detailed documentation of existing conditions that will be altered, removed and relocated.

### **2. Construction Documents:**

From approved schematic plans, prepare construction documents as required for building permits and bidding. These documents will include drawings to describe architectural, civil, mechanical/electrical/plumbing, and structural considerations.

### **3. Structural, Mechanical/Electrical/Plumbing and Civil Coordination:**

Coordinate the design with the included Subconsultants.

### **4. IT/AV/Security**

Coordinate with District's vendor. With information provided by vendors, incorporate necessary coordination items into the drawings and specifications.

### **5. Materials Selection:**

Meet with the District to finalize interior and exterior design work, including colors, materials, accessories and lighting.

### **6. Specifications:**

Prepare specifications and a project manual as part of the bidding documents. The front end specification will be the District's standard specifications. Driftmier will review and provide suggested updates. The design team will provide technical specifications for the manual.

### **7. Final Review Meeting:**

Meet with the District to review the contract documents and make revisions.

### **8. Cost Estimates:**

Coordinate with the Cost Estimator for a 60% and a 95% update to the estimate.

### **9. Board Presentations:**

Develop and attend a Board presentation related to the status of the project and to present design. Timing of the presentation is flexible and could occur any time during design.

## **TASK II - PERMITTING**

### **10. Pre-Application Meeting**

Submit for and attend a Pre-Application Meeting with the County.

### **11. Coordination:**

Coordinate with County staff throughout design to ensure project meets County requirements.

### **12. Applications:**

Fill out necessary forms, including energy forms.

### **13. Historic Registry**

We will provide documents for coordination, but it is anticipated that the District will take the lead on coordination with local, state and federal review of the project related to historic significance.

14. Health Department

Submit plans to Health Department to verify kitchen meets requirements.

15. Agency Review:

Represent project during review period.

16. Revisions:

Make revisions and resubmit permit documents in response to County comments.

**TASK III - BIDDING**

17. Bid Administration:

Administer the bidding process. Coordinate with bidding contractors and subcontractors related to the specifications, drawings, and project requirements. Review bid questions, substitution requests and issue addenda as appropriate.

18. Pre-Bid Meeting:

Organize and run a pre-bid meeting.

19. Bid Opening:

It is anticipated that Driftmier will attend the bid opening remotely.

20. Bid Analysis:

Talk on the phone with the District after the bid opening, analyze bids, research bidders, and help determine bid to be accepted.

21. Negotiations:

Aid in negotiation of the Owner/Contractor Agreement. Represent the Owner as required to finalize the construction contract.

**PHASE IV - CONSTRUCTION ADMINISTRATION**

22. Document Review:

Review Contractor's schedule of values, insurance, construction schedule, and other administrative submittals.

23. Submittal Review:

Review RFIs, shop drawings and submittals.

24. Pay Applications:

Review pay applications in relation to project schedule and site observations.

25. Testing:

If required, coordinate with the materials testing agency contracted with the District.

26. Construction Changes:

Process Construction Change Proposals (COPs), COP Requests and Change Orders related to bid scope of work. Issue Architectural Supplemental Instructions (ASIs). Change Orders for elective changes in construction scope by the District will be addressed as an additional service.

27. Site Meetings & Conference Calls:

Schedule and attend up to (5) site meetings, including general contractor, subcontractors and suppliers, and owner representatives. Review construction in relation to the construction schedule, pay requests, contract documents, and general progress. On weeks where site meetings are not held, schedule and participate in conference calls.

28. Substantial Completion:

At the point of substantial completion, walk through building with District and Contractor and review items left to be completed. Prepare a Certificate of Substantial Completion and punchlist.

29. Physical Completion:

Visit the site to confirm completion of the punchlist items. Once all physical work is complete, issue a Certificate of Physical Completion.

30. Project Closeout:

Obtain from Contractor release of liens, warranties and guarantees, samples, procedures manuals, and the Contractor's record set of documents marked-up with any changes that were performed. It is assumed that the City will assist in the review of the closeout documents.

31. Final Payment:

Prepare final Certificate of Payment.

### **ASSUMPTIONS**

- The scope does not limit the number of phone conferences. The scope anticipates the following number of meetings to take place in Gig Harbor:
  - 2 Design Meetings
  - 1 Presentations to the Board
  - 1 Pre-Bid Meeting
  - 1 Pre Construction Meeting
  - 5 Construction Progress Meetings
  - 1 Substantial Completion Meeting
  - 1 Physical Completion Meeting
- Street frontage improvements will not be required by the County.
- A commercial exhaust hood will not be required/installed for the kitchen.
- Well replacement will be performed by others. Design team will only need to show a new connection to the water line just outside the building footprint. The well house will be designed by others. However, the MEP proposal does include an additional services option for well house design.
- The project will have a single bid and be awarded to a single contractor.
- The District will pay for all permits and fees.
- Drawings will indicate to protect and/or reinstall landscaping.
- 150 hours have been included in the scope for Construction Administration. The amount of effort necessary depends largely on the ability and thoroughness of the low bid contractor.

### **ADDITIONAL SERVICES**

- LEED or other sustainable design beyond the requirements of the Washington State Energy Code.
- Cultural resources survey.
- Acoustic engineering.
- Traffic study if required by the County.
- Certified Commissioning.
- Organizing moving and storage services.
- Selection of new furniture.
- On site construction meetings in excess of that listed above.

Exhibit A Tasks and the Agreement's A & E's Services are considered inclusive. Any conflicts between the Exhibit A Tasks and the Agreement's A & E's Services shall be brought to the attention of both parties and reconciled.



## EXHIBIT B

### INITIAL PROJECT ESTIMATE

#### Arletta Schoolhouse Renovation - Hales Pass

(Approximately 3000 sq ft)

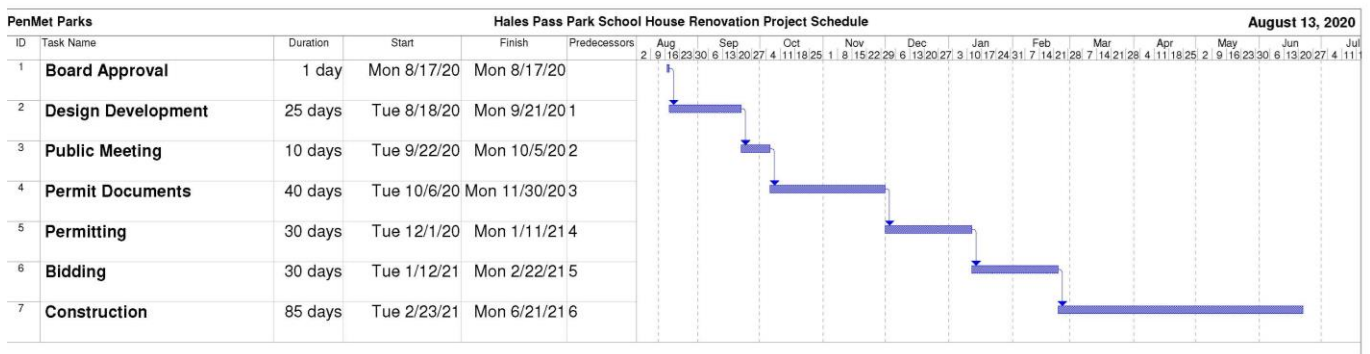
Driftmier Base Estimate	\$700,010.00
(Tax and Contingency Included)	

Added Alternates:

Asphalt Driveway	\$61,638.00
Downspouts to Drywells	\$33,264.00
Freeze-proof hydrants	\$7,945.00
Sheathing at Bulk Walls	\$47,455.00
(above include tax and contingency)	
	\$850,312.00

A&E	16.32%	\$138,800.00
Total:		\$989,112.00

Entry Columns (CWest)	\$40,000.00
New Well (Nicholson)	\$40,000.00
Project Total	\$1,069,112.00





# Peninsula Metropolitan Park District

## RESOLUTION NO. R2020-019

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### **A RESOLUTION OF PENMET PARKS AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN AN AGREEMENT TO COMPLETE THE DESIGN OF THE RENOVATION TO THE ARLETTA SCHOOLHOUSE AT HALE PASS PARK**

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

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

WHEREAS, PenMet Parks issued Requests For Qualifications (RFQ) for a firm to design the renovations to the Arletta Schoolhouse at Hale Pass Park on October 17, 2019 and selected Driftmier Architects for the project on December 3, 2019; and

WHEREAS, Driftmier Architects performed site visits and assessment work to complete schematic plans and a cost estimate for the project under a prior approved agreement; and

WHEREAS, the attached Architect and Engineer (A&E) Agreement will cover the remaining design work for the project including construction documents, permitting, bidding, and construction administration as identified in the agreement scope of work; and

WHEREAS, the Board has approved funding for the project; and

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

RESOLVED, by the Board of Park Commissioners that the Executive Director be authorized to sign all documents related to the A&E Agreement with The Driftmier Architects, PS to complete the design work through construction administration for renovations to the Arletta Schoolhouse at Hale Pass Park.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on August 18, 2020.

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President

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Clerk  
Peninsula Metropolitan Park District Commission

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Attest

Resolution R2020-019



# Peninsula Metropolitan Park District

## Background Checks Policy

Policy Number:	Resolution Number:	Date Approved:	Supersedes the following Resolutions and Policies:
P30-105	R2020-22	September, 2020	R2017-011 September 25, 2017  R2015-006 May 11, 2015

**Policy:** **Background Check Policy**  
(Approved by the PenMet Parks Board of Commissioners)

**Purpose:** Pursuant to RCW 35.61.130(4), the Peninsula Metropolitan Park District (PenMet Parks) desires to establish a policy requiring a record check (background check) for all employees, and for all volunteers, vendors and independent contractors, who may, in the course of their work or volunteer activity with PenMet Parks, have unsupervised access to persons under the age of 18, persons with developmental disabilities or vulnerable adults, or be responsible for collecting or disbursing cash or processing credit/debit card transactions.

## **Policy Requirements:**

**Section 1.** PenMet Parks is committed to providing a safe environment for its employees, volunteers, vendors, independent contractors and the general public it serves. Therefore, PenMet Parks hereby requires a background check of all employees, and a background check of all volunteers, vendors or independent contractors who may, in the course of their work or volunteer activity with PenMet Parks, have unsupervised access to persons under the age of 18, persons with developmental disabilities or vulnerable adults, or be responsible for collecting or disbursing cash or processing credit/debit card transactions, as a condition of such employment, volunteering or contracting with PenMet Parks. Notification of this requirement will be included in the job posting, request for proposals or request for bids.

## **Section 2. Background Checks of Applicants for Employment and Current Employees.**

- A. As a condition of employment with PenMet Parks, all applicants who are otherwise qualified for employment shall be subject to a background check. As a condition of continued employment, all PenMet Parks employees shall be subject to additional background checks once every twelve (12) months thereafter.
- B. When necessary, as determined by the Executive Director, prospective employees may be employed on a conditional basis pending receipt of the background check report.
- C. Any person whose background check includes a pending charge, pending crime or conviction of any crime listed in the "DSHS Secretary's List of Crimes and Negative Actions" or a negative action as defined in the "DSHS Secretary's List of Crimes and Negative Actions" shall be deemed to have a "Disqualifying Background Check" and is automatically disqualified from employment with PenMet Parks. PenMet Parks will only use this record in making initial employment decisions.
- D. If a current employee has a Disqualifying Background Check, Human Resources shall advise the employee's supervisor and terminate the employee's employment.

## **Section 3. Background Checks of Volunteers, Vendors and Independent Contractors.**

- A. As a condition of performing work or volunteer activity with PenMet Parks, all volunteers and independent contractors (and employees if

applicable) that may, in the course of their work or volunteer activity with PenMet Parks, have unsupervised access to ~~children~~ persons under the age of 18, persons with developmental disabilities, or vulnerable adults, or be responsible for collecting or disbursing cash or processing credit/debit card transactions, shall be subject to a background check unless the volunteer, vendor or independent contractor provides a background check report acceptable to PenMet Parks, in its sole discretion, that was performed within the previous twelve (12) months. All volunteers, vendors and independent contractors who continue to be subject to this background check requirement shall be subject to another background check once every twelve (12) months from the date of the prior background check report.

- B. For purposes of this policy, “volunteers” refers to individuals who directly assist PenMet Parks on a regularly scheduled or routine basis, in a programmatic or administrative capacity, i.e. coaches, instructors or facilitators. This does not include individuals who serve solely as council or advisory committee volunteers and occasional “partner project” volunteers who do not register with PenMet Parks.
- C. When necessary, as determined by the Executive Director, prospective volunteers, vendors or independent contractors may be employed on a conditional basis pending receipt of the background check report.
- D. Any person whose background check includes a pending charge, **pending crime** or conviction of any crime listed in the “DSHS Secretary’s List of Crimes and Negative Actions” or a negative action as defined in the “DSHS Secretary’s List of Crimes and Negative Actions” shall be deemed to have a “Disqualifying Background Check” and is automatically disqualified from performing work or providing services to PenMet Parks that may, in the course of their work or volunteer activity with PenMet Parks, have unsupervised access ~~children~~ to persons under the age of 18, persons with developmental disabilities or vulnerable adults, or be responsible for collecting or disbursing cash or processing credit/debit card transactions.

**Section 4.** All persons subject to the background check requirement shall complete the background check information and authorization form, as amended from time to time, and such additional information or documentation as may be required to adequately perform the background check. If a person subject to the background check requirement is below the age of eighteen (18) years old, a parent’s or legal guardian’s signature authorizing the background check is required. Human Resources will provide the background check forms and process the background checks. Human Resources may use the Washington state patrol criminal identification system, the federal bureau of investigation criminal identification system, a

fingerprint check using a complete Washington state criminal identification fingerprint card, or through a private company that performs background checks such as the Background Investigation Bureau (BIB) or National Center for Safety Initiatives (NCSI/SSCI). Fees associated with performing the background check will be charged to the appropriate department(s) or to the person subject to the background check, at the discretion of the Executive Director. Human Resources will provide the background check results to the person named on the report.

**Section 5.** Supervisors shall confirm employees, and volunteers, vendors and independent contractors who are subject to this background check requirement, have an acceptable background check report on file with Human Resources. A supervisor fulfills this responsibility by obtaining from Human Resources confirmation that a background check was performed within the previous twelve (12) months that was not deemed a Disqualifying Background Check.

**Section 6.** If the applicant for employment, employee, volunteer, vendor or independent contractor disagrees with the Disqualifying Background Check, Human Resources shall provide to that person the contact information for the agency that performed the background check. An employee, volunteer, vendor or independent contractor who disagrees with the Disqualifying Background Check may request special consideration and be allowed to perform the work or provide the services by demonstrating to the satisfaction of the Executive Director and Human Resources that adequate measures are in place preventing that person from having unsupervised access to persons under the age of 18, persons with developmental disabilities or vulnerable adults, or being responsible for collecting or disbursing cash or processing credit/debit card transactions.

**Section 7.** The definitions for the terms “pending charge”, “unsupervised” and “vulnerable adult” are as provided in the Washington Administrative Code (WAC) Section 388-113 as now stated or as amended in the future, including any successor or replacement statutes or regulations relating to this subject matter. All references to the “DSHS Secretary’s List of Crimes and Negative Actions,” relate to the Washington State Department of Social and Health Services list of crimes and negative actions as specified in WAC Section 388-113 as now stated or as amended in the future, including any successor or replacement statutes or regulations relating to this subject matter.

**Section 8.** The District may have a duty to disclose to third parties, including government agencies, information disclosed by a background check when the law requires.(New Section)

<b>July 2020</b>				
<b>Tues 7/7</b>	7/3	5:00p	Study Session	Discussion: CRC Project Steering Committee
<b>Tues 7/7</b>	7/3	6:00p	Regular Meeting	Presentation: Director's Report and President's Report Discussion: Covid-19 Fiscal Update, Hale Pass Update Approval: <u>Consent:</u> Minutes: <b>6-16-20 Study Session and Regular Minutes</b> Vouchers: <b>\$129,336.22 Reference Number: V2020 313-338</b> <b>Notices of Completion:</b> R2020-015 Turf Lighting System Acceptance R2020-016 SHP Baseball Scoreboard Acceptance R2020-017 Hale Pass Roof Acceptance Executive Session: N/A
<b>Tues 7/21</b>	7/3	5:00p	Study Session	Discussion: Strategic Plan Update: Youth Sports Programming
<b>Tues 7/21</b>	7/3	6:00p	Regular Meeting	Presentation: Director, Finance, President Discussion: Covid-19 Fiscal Update- Steering Committee Selection Process Hale Pass Approval Approval: Phase 1 -A & E Project <u>Consent:</u> Minutes: <b>7-7-20 Study Session and Regular Minutes</b> Vouchers: <b>\$82,114.12 Reference Number: V2020 339-365 and \$26,582.55 Reference Number: V2020 366-373</b> Executive Session: Personnel Discussion [RCW: 42.30.110]
<b>Budget</b>	Prepare Preliminary Year End Budget Forecast/ Evaluate and Prepare Preliminary General Fund Revenue Forecast/Prepare Preliminary Budget Proposal			
<b>Aug 2020</b>				
<b>Tues 8/4</b>	7/31	5:00p	Study Session	Discussion: CRC Financial Plan, Bonding Update, Contract Cost Projections, Financial Tolerance



<b>Tues 8/4</b>	7/31	6:00p	Regular Meeting	Presentation: Discussion: Approval: Fundraising Agreement Approval to Negotiate with the GCCM Approval of the Hale Pass Contract  <u>Consent:</u> Minutes: Vouchers: Executive Session:
<b>Tues 8/18</b>	8/14	5:00p	Study Session	Discussion: N/A
<b>Tues 8/18</b>	8/14	6:00p	Regular Meeting	Presentation: Director's Financial, President's Report Discussion: Covid-19 Fiscal Update Background Check Policy Review  Approval: Amendment of Parametrix Contract for Owner Representation Services Steering Committee Selection and Approval Approve A & E Agreement for Driftmire Architects – Arletta Schoolhouse Renovation Design (Resolution R2020-019)  Minutes: 8-4-20 Study Session and Regular Minutes Vouchers: \$294,764.85 Reference Number: V2020-389-414  <u>Consent:</u> Minutes: <b>8-4-20 Study Session and Regular Minutes</b> Vouchers: <b>\$294,764.85 Reference Number: V2020-389-414</b> Executive Session: N/A
<b>Sept 2020</b>				
<b>Tues 9/1</b>	8/28	5:00p	Study Session	Discussion: CRC Project Funding

<b>Tues 9/1</b>	8/28	6:00p	Regular Meeting	Presentation: Discussion: Steering Committee Updates Approval:  <u>Consent:</u> Minutes: Vouchers: Executive Session:
<b>Tues 9/15</b>	9/11	5:00p	Study Session	Discussion:
<b>Tues 9/15</b>	9/11	6:00p	Regular Meeting	Presentation: Preliminary Budget Proposal Discussion: Steering Committee Updates Approval: GCCM Contract Legislative Fund update  <u>Consent:</u> Minutes: Vouchers: Executive Session:
<b>Oct 2020</b>				<b>Board Annual Strategic Retreat</b>
<b>Tues 10/06</b>	10/2	5:00p	Study Session	Discussion: CRC Pre-Design & Pro-forma
<b>Tues 10/06</b>	10/2	6:00p	Regular Meeting	Presentation: Capital Improvement Project Review Discussion: Approval: Policy update  <u>Consent:</u> Minutes: Vouchers: Executive Session:
<b>Tues 10/20</b>	10/16	5:00p	Study Session	Discussion:

<b>Tues 10/20</b>	10/16	6:00p	Regular Meeting	Presentation: Draft Budget Presentations /First PH Discussion: Approval:  <u>Consent:</u> Minutes: Vouchers: Executive Session:
<b>Nov 2020</b>				
<b>Tues 11/03</b>	10/30	5:00p	Study Session	Discussion:
<b>Tues 11/03</b>	10/30	6:00p	Regular Meeting	Presentation: Discussion: Approval:  <u>Consent:</u> Minutes: Vouchers: Executive Session:
<b>Tues 11/17</b>	11/13	5:00p	Study Session	Discussion:
<b>Tues 11/17</b>	11/13	6:00p	Regular Meeting	Presentation: Public Hearing and Budget Adoption Discussion: Approval: 2021 Budget Approval PEG Grant Updates Legislative Fund Update  <u>Consent:</u> Minutes: Vouchers: Executive Session: