



# Peninsula Metropolitan Park District

PO Box 425 – Gig Harbor, WA 98335

253-858-3enmetparks.org

[www.penmetparks.org](http://www.penmetparks.org)

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## REGULAR MEETING AGENDA

April 21, 2020, Approximately **6:00 PM**

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

You can listen to the study session and regular meeting by phone at the following number +1 253-215-8782 Meeting ID: 160 678 125 Password: 750256

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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

**ITEM 2 Citizen Comments:** Due to current circumstances, we will be accepting citizen comments via email at [ssnuffin@penmetparks.org](mailto:ssnuffin@penmetparks.org) up until 12:00 PM April 20, 2020. Comments will be read and recorded in the meeting.

### ITEM 3 Presentations

**3.a Executive Director's Report**

**3.b Finance Report**

**3.c President's Report**

### ITEM 4 Consent Agenda



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## 4.a Approval of Meeting Minutes

4-07-20 Study Session and Regular minutes

## ITEM 5 Unfinished Business

### 5.a Covid-19 Fiscal Update

## ITEM 6 New Business

### 6.a Sehmel Homestead Park Turf Replacement Grant Assistance

## ITEM 7 Comments by Board

## ITEM 8 Next Board Meetings

## ITEM 9 Executive Session:

## ITEM 10 Adjournment

## AGENDA POLICY

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No comments or discussion will be allowed on consent items.

Public comment will be allowed on each Regular Agenda Action Item. Each speaker will be limited to a three (3) minute time limit and may only speak once with a total of 15 minutes per side. Comments will be included as part of the official record of the meeting.

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

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

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

**\*Special Note: Due to current circumstances, we will be accepting citizen comments via email at [ssnuffin@penmetparks.org](mailto:ssnuffin@penmetparks.org) up until 12:00 PM the Monday prior to PenMet Parks Regular Meetings. Comments will be read and recorded in the meeting.**



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## EXECUTIVE DIRECTOR REPORT: April 21, 2020

- Extensive work on budget adjustment considerations aimed at cost saving measures considering the COVID-19 pandemic
- Working with members of the GH Chamber's Public Affairs Forum Committee to develop on-going meeting plans and procedures
- Continuing to monitor trail usage at our park properties, and working with various staff members to keep signage and other messaging in place, including online information
- Receiving updates on the Design Firm RFQ and subsequent procedures that will unfold in the coming days/weeks. Next steps include working with the CRC Ops Committee for Design Firm submittal review and working with the Parametrix/Owner's Rep firm
- Keeping track of any inquiries that might come in for the Fundraising Consultant RFP. Nothing to date, but I will keep the CRC Marketing Committee and other informed
- Working with various staff members to complete the 2019 Annual Report now that we have final budget numbers from 2019 and updated graphic materials
- The tri-county professionals zoom meetings that are occurring on Mondays and Thursdays have been very beneficial in receiving multi-agency information about the COVID-19 situation, and the various decision making tools necessary for our District



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## DEPARTMENT STAFF REPORT: April 08 – 21, 2020

### Marketing/Communications

- Drive-thru Egg Hunt was changed to an “At Home Egg Hunt” successfully marketed, questions fielded and answered, with great response from the community.
- Working with partners at Harbor WildWatch to produce high quality, fun and engaging content at our local parks and facilities for the community to enjoy at home while staying safe.
- Teen Advisory Committee fort building contest launched and marketed.
- Content is being developed and issued to keep the community engaged.
- Working with PSD to collaborate a successful graduation for 2020 Seniors.
- Community Recreation Center Fundraising Consultant RFP issued.
- PenMet featured on NRPA’s Instagram page.
- Quote from Egg Hunt: “I just want to say from the bottom of my heart thank you so much this really did bring a lot of joy to my kids in such a dark time you are all amazing people”

### Capital

- No report

### Finance Report

- Worked on financial projections due to COVID 19

### Human Resources

- Wrote a 57-page draft safety plan for the park district. The Executive Director and Safety Officer (Ron Martinez) are reviewing.
- Worked on Family First Coronavirus Act

### PEG Grants in progress

- On Hold

### Volunteers

- Nothing new to report

### Maintenance & Facilities

- Irrigation start up at Sehmel and Rosedale Park
- New Scoreboard sign at Sehmel support
- Mowing season is in full effect



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- Monitoring all park signage relating to COVID-19, replacing as needed
- Received bid to repair Sunrise Beach House bathroom
- Washing signs, dog bag dispensers, garbage cans at all parks
- Starting on storm pond maintenance week of 04/20/2020
- Blowing tennis and basketball courts daily to try and keep pollen from becoming a problem example: If it rains the surface will become slimy with pollen

## Recreation

- The Recreation Team with some help from Chuck, Stacie and Park Board President Hill prepared almost 1,000 Easter Egg Bags that then were delivered to almost 500 community members homes. The community was extremely appreciative that we could provide this for the kids.
- The Executive Director from Key Pen also picked up the bags for those on the Key Peninsula and handed them out which is growing our relationship with that park district and the community out there.
- Staff has been busy planning online activities and information for the community to stay busy while the “Stay at Home” order is in effect.
- Staff is continuing to plan camps, classes and leagues for the Summer, and back up options as well in the event Summer programs are delayed or altered.
- The Recreation Department continues to come up with creative ideas from research discovered around the country on what other agencies are doing with their communities and how to best reach everyone in one way or another.

## Events

- No Events Currently

## Staff Anniversaries

- Garrett Lindberg - 5 years



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## Peninsula Metropolitan Park District GENERAL FUND INCOME STATEMENT 2020 January - March, 2020

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
<b>Income</b>				
3100000 TAX REVENUE				
3111000 Real and Personal Property Tax	486,773.50	253,868.00	232,905.50	191.74 %
3131700 Sales Tax	104,183.78	77,993.00	26,190.78	133.58 %
3172000 Leasehold Excise Tax	302.15	1,125.00	-822.85	26.86 %
<b>Total 3100000 TAX REVENUE</b>	<b>591,259.43</b>	<b>332,986.00</b>	<b>258,273.43</b>	<b>177.56 %</b>
3400000 CHARGES FOR SERVICES				
3472000 Facility Rental Fee	21,037.76	21,679.00	-641.24	97.04 %
<b>Total 3400000 CHARGES FOR SERVICES</b>	<b>21,037.76</b>	<b>21,679.00</b>	<b>-641.24</b>	<b>97.04 %</b>
3610000 INTEREST AND OTHER EARNINGS				
3611100 Investment Interest	41,183.25	26,376.00	14,807.25	156.14 %
<b>Total 3610000 INTEREST AND OTHER EARNINGS</b>	<b>41,183.25</b>	<b>26,376.00</b>	<b>14,807.25</b>	<b>156.14 %</b>
3620000 RENTS, LEASES AND CONCESSIONS				
3625001 Long Term Golf Course Lease	6,246.23	4,350.00	1,896.23	143.59 %
3626001 Housing Rentals/Leases	14,322.34	13,621.26	701.08	105.15 %
<b>Total 3620000 RENTS, LEASES AND CONCESSIONS</b>	<b>20,568.57</b>	<b>17,971.26</b>	<b>2,597.31</b>	<b>114.45 %</b>
3990000 OTHER GF NON REVENUE	1,855.52		1,855.52	
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>\$685,033.38</b>	<b>\$399,012.26</b>	<b>\$286,021.12</b>	<b>171.68 %</b>
<b>GROSS PROFIT</b>	<b>\$685,033.38</b>	<b>\$399,012.26</b>	<b>\$286,021.12</b>	<b>171.68 %</b>
<b>Expenses</b>				
5110000 LEGISLATIVE				
5111010 Board / Employee Compensation	17,536.00	17,360.00	176.00	101.01 %
5111020 Board Payroll Taxes	1,473.63	1,413.00	60.63	104.29 %
5111031 Office & Operating Supplies-Leg		100.00	-100.00	
5111044 Printing and Advertising		375.00	-375.00	
5112041 Professional Services	750.00	0.00	750.00	
5114049 Memberships & Training		1,818.00	-1,818.00	
5115045 Rentals	1,260.00	1,710.00	-450.00	73.68 %
5117051 Elections	19,204.00		19,204.00	
<b>Total 5110000 LEGISLATIVE</b>	<b>40,223.63</b>	<b>22,776.00</b>	<b>17,447.63</b>	<b>176.61 %</b>
5130000 EXECUTIVE				
5131010 Salaries - Exec	31,249.98	32,499.00	-1,249.02	96.16 %
5131011 Wages - Regular	29,809.13	33,753.00	-3,943.87	88.32 %
5131020 Benefits	25,121.96	27,623.49	-2,501.53	90.94 %
5131044 Marketing	10,462.75	29,044.75	-17,582.00	37.31 %
5131045 Office Lease	27,458.22	27,456.00	2.22	100.01 %
5132041 Executive-Professional Services	11,476.15	174,725.00	-163,248.85	6.57 %
5134043 Executive - Travel	1,632.94	11,800.00	-10,167.06	13.84 %



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	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
5134049 Memberships & Training	1,625.00	8,695.00	-7,070.00	18.69 %
5152041 Legal - Professional Services		7,500.00	-7,500.00	
5761031 Office and Operating Supplies	1,120.18	1,749.00	-628.82	64.05 %
5761035 Minor Equipment	409.32		409.32	
5761041 Prof. Serv -Computer & Security	3,259.12	7,125.00	-3,865.88	45.74 %
5761043 Administration - Travel		150.00	-150.00	
5761044 Printing/Advertising	1,238.22		1,238.22	
5761045 Operating Rentals and Leases	1,197.99	1,365.00	-167.01	87.76 %
5761046 Insurance - General Liability	488.00	0.00	488.00	
5893053 Leasehold Excise Taxes	2,139.64	3,750.00	-1,610.36	57.06 %
5977665 Transfer - Capital Fund	3,443,237.00	3,443,237.00	0.00	100.00 %
6103601 Computer Hardware	1,188.68	5,000.00	-3,811.32	23.77 %
6103602 Computer Software	456.47	11,000.00	-10,543.53	4.15 %
6104201 Postage	625.20	324.00	301.20	192.96 %
6104202 Telephone	4,056.02	7,408.50	-3,352.48	54.75 %
6104204 Internet	3,091.71	2,250.00	841.71	137.41 %
<b>Total 5130000 EXECUTIVE</b>	<b>3,601,343.68</b>	<b>3,635,454.74</b>	<b>-234,111.06</b>	<b>93.90 %</b>
<b>5140000 FINANCIAL AND RECORDS SERVICES</b>				
5141011 Wages - Regular	36,279.05	36,997.74	-718.69	98.06 %
5141020 Personnel Benefits	13,724.09	14,273.49	-549.40	96.15 %
5141031 Supplies		285.00	-285.00	
5142000 Financial Services	150.00	150.00	0.00	100.00 %
5142341 Professional Services	19,182.71	17,195.00	1,987.71	111.56 %
5142349 Bank Charges	104.17	150.00	-45.83	69.45 %
5144043 Travel		243.00	-243.00	
5144049 Memberships & Training	150.00		150.00	
<b>Total 5140000 FINANCIAL AND RECORDS SERVICES</b>	<b>69,590.02</b>	<b>69,294.23</b>	<b>295.79</b>	<b>100.43 %</b>
<b>5710000 PARTICIPANT RECREATION</b>				
5711011 Wages - Administration	29,522.17	31,434.24	-1,912.07	93.92 %
5711020 Benefits - Administration	15,539.60	14,906.25	633.35	104.25 %
5972055 Transfer- Rec. Revolving Fund	180,500.00	180,500.00	0.00	100.00 %
<b>Total 5710000 PARTICIPANT RECREATION</b>	<b>225,561.77</b>	<b>226,840.49</b>	<b>-1,278.72</b>	<b>99.44 %</b>
<b>5760000 CAPITAL PROJECTS</b>				
5768010 Wages - Regular	44,409.36	62,395.01	-17,985.65	71.17 %
5768020 Personnel Benefits	16,353.74	25,949.49	-9,595.75	63.02 %
5768031 Supplies		2,954.00	-2,954.00	
5768035 Small Equipment		1,600.00	-1,600.00	
5768043 Travel		687.51	-687.51	
5768045 Facility Rentals		3,750.00	-3,750.00	
5768049 Miscellaneous		2,217.00	-2,217.00	
<b>Total 5760000 CAPITAL PROJECTS</b>	<b>60,763.10</b>	<b>99,554.01</b>	<b>-38,790.91</b>	<b>61.04 %</b>
<b>5768500 PARKS &amp; GROUNDS MAINTENANCE</b>				
5768511 Wages - Regular	105,870.34	147,264.00	-41,393.66	71.89 %
5768520 Benefits	48,677.78	66,990.99	-18,313.21	72.66 %
5768531 Operating Supplies	16,868.93	28,290.00	-11,421.07	59.63 %
5768532 Fuel	2,431.57	4,500.00	-2,068.43	54.03 %
5768535 Small Tools & Minor Equipment	13,805.23	39,401.00	-25,595.77	35.04 %
5768541 Professional Services	10,957.09	48,700.00	-37,742.91	22.50 %



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	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
5768543 Travel	80.00	549.00	-469.00	14.57 %
5768545 Operating Rentals & Leases	1,449.01	3,000.00	-1,550.99	48.30 %
5768546 Surface Water/Noxious Weed Tax		3,500.00	-3,500.00	
5768547 Utility Services	13,876.22	20,576.00	-6,799.78	67.11 %
5768548 Repairs & Maintenance		5,000.00	-5,000.00	
5768549 Memberships & Training		4,500.00	-4,500.00	
<b>Total 5768500 PARKS &amp; GROUNDS MAINTENANCE</b>	<b>214,016.17</b>	<b>372,370.99</b>	<b>-158,354.82</b>	<b>57.47 %</b>
<b>Total Expenses</b>	<b>\$4,211,498.37</b>	<b>\$4,626,290.46</b>	<b>\$ -414,792.09</b>	<b>91.03 %</b>
<b>NET OPERATING INCOME</b>	<b>\$ -3,526,464.99</b>	<b>\$ -4,227,278.20</b>	<b>\$700,813.21</b>	<b>83.42 %</b>
<b>NET INCOME</b>	<b>\$ -3,526,464.99</b>	<b>\$ -4,227,278.20</b>	<b>\$700,813.21</b>	<b>83.42 %</b>





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## Explanation Financial Statement Line Items 2020 March

#5111020 Legislative – Compensation & Benefits – Timing Issue \$236.63

#5112041 Legislative – Professional Services – Paddlers Cup Entrance Fee \$750.00

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

#5761035 Executive – Minor Equipment – Executive Chair 409.32

#5761044 Executive – Printing – Excess copier use over contract. \$1,238.22

#5761046 Executive – Insurance – New Truck \$488.00

#6104201 Executive – Postage – Stamps \$301.20

#6104204 Executive – Internet – Comcast \$841.71

#5142341 Financial Services – Professional Services – State Auditor Expense \$1,987.71

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

#5711011 Recreation Compensation & Benefits – Retroactive Health Care Insurance to December \$633.35



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Project	Year Started	CIP Fund 1/1/2020	2020 Capital Projects			CIP 3/31/2020	Notes
			2019 Budgeted Transfers In	Land Sale Donations and Fund Transfers	Capital Fund Expenses		
<b>Park Improvement Program</b>	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	\$482.43	\$24,517.57	Scout Reimbursement
Community Recreation Center	2017	\$410,085.62	\$2,700,000.00	\$0.00	\$7,230.11	\$3,102,855.51	Snodgrass Freeman Associates; Star Tree Service; Daily Journal of Commerce
Lighting Project - Sehmel Homestead Park	2019	\$473,841.13	\$95,000.00	\$0.00	\$262,887.01	\$305,954.12	KCDA Payment
Service Options	2014	\$30,594.02	\$19,405.98	\$0.00	\$10,250.50	\$39,749.50	Star Tree Removal
Hales Pass - Renovation	2018	\$31,892.65	\$500,000.00	\$0.00	\$28,663.76	\$503,228.89	Driftmier Architects; Chuck West Construction
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	\$317,547.44	\$11,011,407.40	
The actual cash for these 2020 capital fund transfers will come in during the months of April and October.							



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## Peninsula Metropolitan Park District INCOME STATEMENT - ENDOWMENT FUND January 2007 - March 2020

	TOTAL
<b>Income</b>	
3400000 CHARGES FOR SERVICES	
3473000 Recreation Rental Fee	94,869.92
<b>Total 3400000 CHARGES FOR SERVICES</b>	<b>94,869.92</b>
3610000 INTEREST AND OTHER EARNINGS	
3611150 Investment Income - Endowment	26,419.81
<b>Total 3610000 INTEREST AND OTHER EARNINGS</b>	<b>26,419.81</b>
3620000 RENTS, LEASES AND CONCESSIONS	
3625002 Long Term Golf Course Lease - Endowment	159,437.73
3627001 Concessions Lease Facilities	1,967.09
<b>Total 3620000 RENTS, LEASES AND CONCESSIONS</b>	<b>161,404.82</b>
3670000 PRIVATE SOURCE CONTRIBUTIONS	
3671900 Private Donations - Other	144,942.27
<b>Total 3670000 PRIVATE SOURCE CONTRIBUTIONS</b>	<b>144,942.27</b>
3970000 TRANSFERS IN	
3977655 Transfer In-Interfund Subsidies	1,087.00
<b>Total 3970000 TRANSFERS IN</b>	<b>1,087.00</b>
<b>Total Income</b>	<b>\$428,723.82</b>
<b>GROSS PROFIT</b>	<b>\$428,723.82</b>
<b>Expenses</b>	
5130000 EXECUTIVE	
5893053 Leasehold Excise Taxes	193.78
<b>Total 5130000 EXECUTIVE</b>	<b>193.78</b>
5140000 FINANCIAL AND RECORDS SERVICES	
5142000 Financial Services	18.35
<b>Total 5140000 FINANCIAL AND RECORDS SERVICES</b>	<b>18.35</b>
5142500 Investment Fees - Endowment	1,221.61
5710000 PARTICIPANT RECREATION	
5712053 Sales & Use Taxes	6,934.99
<b>Total 5710000 PARTICIPANT RECREATION</b>	<b>6,934.99</b>
<b>Total Expenses</b>	<b>\$8,368.73</b>
<b>NET OPERATING INCOME</b>	<b>\$420,355.09</b>
<b>NET INCOME</b>	<b>\$420,355.09</b>



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## Peninsula Metropolitan Park District RECREATION REVOLVING FUND INCOME STATEMENT 2020 January - March, 2020

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
<b>Income</b>				
3400000 CHARGES FOR SERVICES				
3476000 Recreation Program Fees	115,892.42	114,280.75	1,611.67	101.41 %
3479000 Other Fees and Charges	24.41	0.00	24.41	
<b>Total 3400000 CHARGES FOR SERVICES</b>	<b>115,916.83</b>	<b>114,280.75</b>	<b>1,636.08</b>	<b>101.43 %</b>
3670000 PRIVATE SOURCE CONTRIBUTIONS				
3671100 Private Donations-Gifts/Pledges	1,000.00	0.00	1,000.00	
<b>Total 3670000 PRIVATE SOURCE CONTRIBUTIONS</b>	<b>1,000.00</b>	<b>0.00</b>	<b>1,000.00</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>\$297,416.83</b>	<b>\$294,780.75</b>	<b>\$2,636.08</b>	<b>100.89 %</b>
<b>GROSS PROFIT</b>	<b>\$297,416.83</b>	<b>\$294,780.75</b>	<b>\$2,636.08</b>	<b>100.89 %</b>
<b>Expenses</b>				
5710000 PARTICIPANT RECREATION				
5712011 Wages - Recreation Program	50,576.75	58,140.00	-7,563.25	86.99 %
5712020 Benefits - Recreation Program	15,417.83	21,485.49	-6,067.66	71.76 %
5712031 Office & Operating Supplies	9,953.59	0.00	9,953.59	
5712035 Minor Equipment	965.43	0.00	965.43	
5712041 Sports & Professional Fees	36,130.34	45,645.24	-9,514.90	79.15 %
5712043 Travel	34.22	300.00	-265.78	11.41 %
5712044 Printing & Advertising		0.00	0.00	
5712045 Rentals	1,200.00	5,604.50	-4,404.50	21.41 %
5712053 Sales & Use Taxes	1,345.92	1,504.50	-158.58	89.46 %
5714049 Special Events	11,248.14	3,579.62	7,668.52	314.23 %
<b>Total 5710000 PARTICIPANT RECREATION</b>	<b>126,872.22</b>	<b>136,259.35</b>	<b>-9,387.13</b>	<b>93.11 %</b>
<b>Total Expenses</b>	<b>\$126,872.22</b>	<b>\$136,259.35</b>	<b>\$ -9,387.13</b>	<b>93.11 %</b>
<b>NET OPERATING INCOME</b>	<b>\$170,544.61</b>	<b>\$158,521.40</b>	<b>\$12,023.21</b>	<b>107.58 %</b>
<b>NET INCOME</b>	<b>\$170,544.61</b>	<b>\$158,521.40</b>	<b>\$12,023.21</b>	<b>107.58 %</b>



# Peninsula Metropolitan Park District

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## STUDY SESSION MINUTES

April 07, 2020, Approximately **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 coronavirus, the Park Board has decided to host the meeting online. In accordance with the Governor's Stay at Home Order issued on March 23, 2020, the public is strongly encouraged to participate via teleconference. You can listen to the study session and regular meeting by phone at the following number +1 253-215-8782 Meeting ID: 353 842 216

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**Call to Order:** The meeting was called to order by Commissioner Hill at 5:14 pm

**Commissioners Present:**

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

**Staff:**

Doug Nelson  
Elaine Sorensen  
Eric Guenther  
Stacie Snuffin  
Ed Lewis  
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 Board Discussion**

**2.a Covid-19/Coronavirus Update Discussion**

Executive Director, Doug Nelson, lead a discussion regarding the Covid - 19/Coronavirus and the influence it has had on PenMet Parks operations. He discussed the cancelations of programs and postponed events. He also mentioned that trails and dog parks currently remain open and that PenMet has taken special measure with signage to reinforce safe practices. Nelson asked the Commissioners if they had any park usage considerations. Commissioner Kingsbury was grateful that the trails were open and asked about current signage. She mentioned that a sign needed to be updated on one of the trailheads. Nelson discussed park guidelines and requested support for leaving the upper Sehmel parking lot open for trail users. This measure was recommended as an effort to prevent



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parking on the streets and encroaching in neighborhoods and private properties. Commissioner Nixon was happy to see the parking lot at Sehmel open and usage at several PenMet Parks trail areas. Nelson mentioned the grounds and maintenance crew and the essential duties they perform; and stressed the importance of their safety. He discussed the office staff and their implementation of procedures for staying safe as well. Nelson gave an update on the roles of essential District staff and summarized the projects that the Recreation team has been working on during this time. Projects include; implementing connections with our community through Facebook, YouTube videos, and various activities through the PenMet Park's website. The Board and staff discussed the PenMet drive up Easter Egg Hunt. Executive Director, Doug Nelson, explained the process and the safety measures that would be taken for this event. Some of the Board expressed concerns about how safe it was to do the event as planned and recommended the use of alternative methods for getting the egg basket kits out to the community.

**ITEM 3     Adjournment** Commissioner Hill adjourned the meeting at 6:00 pm

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

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

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



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## REGULAR MEETING MINUTES

April 07, 2020, Approximately **6:00 pm**

ATTENTION: Protecting the public, our partners, and our staff are of the utmost importance. Due to recent health concerns with the novel coronavirus, the Park Board has decided to host the meeting online. In accordance with the Governor's Stay at Home Order issued on March 23, 2020, the public is strongly encouraged to participate via teleconference. You can listen to the study session and regular meeting by phone at the following number +1 253-215-8782 Meeting ID: 353 842 216

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**Call to Order:** The meeting was called to order by Commissioner Hill at 6:04 pm

**Commissioners Present:**

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

**Staff:**

Doug Nelson  
Elaine Sorensen  
Eric Guenther  
Stacie Snuffin  
Ed Lewis  
Chuck Cuzzetto

**ITEM 1 Approval of Agenda**

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

**ITEM 2 Citizen Comments: None.**

**ITEM 3 Presentations**

**3.a Executive Director's Report**

Executive Director, Doug Nelson reported that staff were developing updates on PenMet Parks Procedure Manuals and that PenMet is closely following new developments regarding the "Stay Home" guidelines. Nelson reported that PenMet is currently reviewing Bond considerations with staff and Bond Consultant Jim Nelson. Nelson stated that the CRC Marketing Committee met to finalize the RFP for a Fundraising Campaign Consultant. He also provided a budget overview and the impacts due to the Coronavirus. Finance and HR Manager, Elaine Sorenson, gave a report on short and long-term budget considerations. Commissioner and staff discussed the budget further. Commissioner Babich discussed that she would like to be able to see what the budget looks like on paper as well as Commissioner Kingsbury. President Hill



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reported that she, Nelson, and Commissioner Babich met previously to discuss budget forecasting. President Hill asked that the staff schedule a special meeting to further discuss the budget.

## 3.b President's Report

President Hill reported that all the Commissioners have received their Surface Pros. She reported that they are ready to get uploads on SharePoint. She reported that she has been working on finances with Executive Director Doug Nelson.

## ITEM 4 Consent Agenda

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

### 4.a Approval of Minutes

3-17-20 Study Session and Regular minutes

### 4.b Approval of Vouchers

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

## ITEM 5 Unfinished Business

### 5.a CRC update

Planning & Special Projects Manager, Eric Guenther, gave an update on the CRC. WIFI has been installed along with phone lines to support the fire and security system.

### 5.b Sehmel Homestead Park update

Construction Project Manager, Ed Lewis, gave an update on lighting and scoreboard electrical at Sehmel Homestead Park. He also reported there were rain gutters installed on roofs at public restrooms.

### 5.c Hale Pass update

Eric Guenther gave an update on Hale Pass. He reported that PenMet was waiting on a cost estimate for the renovations.

### 5.d Request for Proposal - PenMet Parks Fundraising Consultant

Commissioner Grimmer gave an update on the request for Proposal for PenMet Parks Fundraising Consultant. He reported that the Marketing Committee has met three times so far and created a final draft proposal for Fundraising Consultant RFP. Commissioner Kingsbury expressed some concern on the wording in the document and asked that the RFP and RFQ language be more cohesive. President Hill announced that this will be discussed in the next committee meeting and that it is still in draft form.





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Commissioner Babich made a motion to move forward with the final RFP for a fundraising consultant with the proposed changes, seconded by Commissioner Grimmer. The motion was approved with a 5-0 vote.

## ITEM 6 New Business

### 6.a Approve Owner's Representative Agreement

Eric Guenther updated the Board on the process that was taken to approve the owner's representative for PenMet Parks CRC project who will assist with the selection of the design firm and GC/CM. He discussed the 1<sup>st</sup> phase of the agreement which is preparing an application to the Washington State Capitol Projects Advisory Review Board for approval to use the GC/CM procurement process. Commissioner Grimmer made a motion to approve Resolution R2020-005 authorizing the Executive Director to sign the Professional Services Agreement. Seconded by Commissioner Nixon. The motion was approved with a 5-0 vote

## ITEM 7 Comments by Board

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

## ITEM 9 Executive Session:

ITEM 10 Adjournment Commissioner Hill adjourned the meeting at 7:08 pm

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

\_\_\_\_\_

President

\_\_\_\_\_

Clerk



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## DISTRICT COMMISSION MEMO

**To:** District Commission  
**From:** Doug Nelson, Executive Director  
**Date:** April 21, 2020  
**Subject:** **Resolution R2020-006 Authorizing the Executive Director to Sign Agreement for Sehmel Homestead Park Turf Replacement Grant Assistance**

### **Background/Analysis**

The synthetic turf on the soccer field at Sehmel Homestead Park is over 10 years old at this time, and will be over 12 years old by the time funding may be available from the Washington State Recreation and Conservation Office (RCO) for a Youth Athletic Facilities (YAF) Grant.

Estimated life for outdoor synthetic is approximately 12 years. Missing the upcoming grant cycle would add two more years to the field, which could take the field to a condition that may require cancellations and an expense without grant support.

The District used the MRSC Rosters and past recommendations to select Robert W. Droll, Landscape Architect, PS to assist with a submission to the Washington State Recreation and Conservation Office (RCO) for a Youth Athletic Facilities (YAF) Grant.

### **Policy Implications/Support**

1. In April, 2020, the Board will consider approval for staff submitting a Letter of Intent to the Washington State Recreation and Conservation Office (RCO) for a Youth Athletic Facilities (YAF) Grant to replace synthetic turf at Sehmel Homestead Park.

### **Recommendation**

Staff recommends that the Board of Park Commissioners (I move to...) approve Resolution R2020-006 authorizing the Executive Director to sign the agreement with Robert W. Droll, Landscape Architect, PS to assist with the grant application for synthetic turf replacement on the soccer field at Sehmel Homestead Park.

The Professional Services Agreement is attached in substantially final form.

Should you have any questions or comments please feel free to contact me at 253.858.3408 or via e-mail at [DNelson@PenMetParks.org](mailto:DNelson@PenMetParks.org).



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## Peninsula Metropolitan Park District

### RESOLUTION NO. R2020-006

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#### A RESOLUTION OF PENMET PARKS AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN A CONTRACT FOR GRANT ASSISTANCE

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 referenced the MRSC Rosters and past recommendations; and

WHEREAS, PenMet Parks has determined that the selected firm meets the standards and conditions established by the District and that the vendor is qualified to provide such service to the District; and NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners that the Executive Director be authorized to sign an agreement in substantially the form attached with Robert W. Droll, Landscape Architect, PS to provide grant assistance services to the District.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on April 21, 2020.

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President

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Clerk

Peninsula Metropolitan Park District Commission

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Attest



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## Peninsula Metropolitan Park District



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### PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of April, 2020 by and between The PENINSULA METROPOLITAN PARK DISTRICT, a municipal corporation, hereinafter referred to as the "District", and Robert W. Droll, Landscape Architect, PS whose address is 4405 7th Avenue, SE, Lacey, WA, 98503, hereinafter referred to as the "Consultant".

#### WITNESSETH:

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

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

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

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

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

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

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

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



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

[www.sam.gov](http://www.sam.gov) and [www.hi.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp](http://www.hi.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp)

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

3. Compensation and Method of Payment.

A. In consideration of the services to be provided by the Consultant, the District will pay not more than THIRTEEN THOUSAND DOLLARS (\$13,000.00). In the event that the Consultant fails to pay any assessed mandatory deductions including, but not limited to, industrial insurance, FICA, Employment Security, and federal withholding the Consultant authorizes the District to deduct and withhold or pay over to the appropriate governmental agencies those unpaid amounts upon request and direction by the appropriate governmental agency. Any such payment will be deducted from the Consultant's total compensation.

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

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

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

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

"FUNDED IN PART BY THE PENINSULA METROPOLITAN PARK DISTRICT"

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

6. Ownership of Deliverables.



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

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

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

## 7. Termination.

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

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

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

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

B. The Consultant may terminate this Agreement if the Consultant provides written notice to the District of its material breach of the terms of this Agreement and, after seven (7) business days prior written notice, the District fails to cure such breach. The Consultant's notice shall specify the nature of the breach and the steps necessary to cure the breach. If the breach cannot reasonably be cured within the 7-business day period, so long as the District is taking reasonable steps to cure the breach, it shall have additional time to do so and the Agreement shall not terminate. Upon termination, the Consultant shall be entitled to



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full compensation for services rendered up to the termination date in accordance with the payment schedule and for reasonable costs and expenses associated with closing out the project.

## 8. Indemnification.

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

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

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

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

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

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

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

B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:



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1. Automobile Liability Insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability Insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$1,000,000 products- completed operations aggregate limit.

C. Other Insurance Provision. Consultant's Automobile Liability and Commercial General Liability policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the District. Any insurance maintained by the District shall be excess of Consultant's insurance and shall not contribute with it.

D. Consultant's Insurance for Other Losses. Consultant shall assume full responsibility for all loss or damage from any cause whatsoever to any materials, tools, Consultant's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Consultant, or the Consultant's agents, suppliers or subcontractors as well as to any temporary structures, scaffolding and protective fences.

E. Waiver of Subrogation. Consultant and the District waive all rights against each other, any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to the Insurance Requirements Section of this Agreement or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

F. Acceptability of Insurers. Insurance is to be placed with Insurers with a current A.M. Best rating of not less than A: VII.

G. Verification of Coverage. Consultant shall furnish to District original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability Insurance of Consultant before commencement of any work.

H. Subcontractors. Consultant shall have sole responsibility for determining the insurance coverage and limits required to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

I. Notice of Cancellation. Consultant shall provide District and all additional insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which District may, after giving five business days' notice to Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to District on demand.

10. Non-Discrimination. Except to the extent permitted by bona fide occupation qualification, the Consultant agrees as follows:

A. The Consultant shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated





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

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

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

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

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

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

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

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

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

16. Entire Agreement. This Agreement constitutes the complete and final agreement of the parties, replaces and supersedes all oral and written proposals and agreements heretofore made on



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the subject matter, and may be modified only by a writing signed by both parties. Each party hereby acknowledges receipt of a copy of this Agreement executed by both parties.

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

PENINSULA METROPOLITAN PARK DISTRICT, a municipal corporation

CONSULTANT, Robert W. Droll, Landscape Architect, PS

\_\_\_\_\_  
Doug Nelson, Executive Director

\_\_\_\_\_  
(Signature)

APPROVED AS TO FORM

\_\_\_\_\_  
(Name, Printed)

\_\_\_\_\_  
Attorney For the Peninsula Metropolitan Park District

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

(Phone): \_\_\_\_\_

SSN: \_\_\_\_\_  
(If self-employed)

Fed Tax No.: \_\_\_\_\_

L & I Acct. No.: \_\_\_\_\_

UBI No.: \_\_\_\_\_

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



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## EXHIBIT A Scope of Services

Sehmel Homestead Park MP Field RCO Grant Services

February 20, 2020

### Exhibit A Scope of Services

#### Sehmel Homestead Park MP Field Turf Replacement RCO Grant Writing Services

##### Scope of Work/Services

This assignment includes the work to be performed by Robert W. Droll, Landscape Architect, PS, (hereinafter RWD) to assist Pen Met Parks (hereinafter Client) with RCO Grant Application services for the turf replacement on the multipurpose field at Sehmel Homestead Park (see Exhibit C: Project Scope Map).

RWD proposes to prepare the Project's RCO Grant application for submittal to the RCO's Youth Athletic Facility (YAF) grant classification. The Scope of Services include the following:

- Assist Client in defining the RCO YAF Grant Request in terms of Project Scope and Budget.
- Prepare Concept Site Plan and Estimate of Probable Costs.
- Prepare one RCO YAF Grant Application package and submit application on behalf of the Client via PRSM, to include all required Evaluation Criteria and Scoring Criteria as described in RCO Grant Manual 17 covering YAF grants, to include:
  1. Assist Client in answering Advisory Committee Questions and RCO Staff-Scored Questions.
  2. Provide all required graphics, not including graphics and charts provided by Client, for Evaluation Criteria 1-10 below.
  3. Assist Client with graphics and written responses to Evaluation Criteria and attach them to the application in PRSM.
  4. Assist Client in preparing the project request summary.
  5. Prepare the cost estimate in RCO Cost Estimate Format.
- Meet/Communicate with RCO's Project Manager to review Application prior to Grant Application
- The submittal package shall follow the RCO Evaluation components and format listed below:

1	Need and Need Satisfaction
2	Design and Budget
3	Sustainability and Environmental Stewardship
4	Facility Management
5	Availability
6	Readiness to proceed
7	Support and Partnerships
8	Matching grants
9	Proximity to people
10	Growth Management Act Preference

##### Client's responsibilities:

- Provide "need" data as requested by RWD.
- Provide as-built site plan mapping if available.
- Generate support and/or donation letters from local organizations and citizens.
- Provide documents per Exhibit A2.

Robert W. Droll, Landscape Architect, PS, 6101 17<sup>th</sup> Avenue, SE, Lacey, WA, 98503, 360.476.3811, [rdroll@rwd.com](mailto:rdroll@rwd.com)



# Peninsula Metropolitan Park District

PO Box 425 – Gig Harbor, WA 98335

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Sehmel Homestead Park MP Field RCO Grant Services

February 20, 2020

## Project Schedule

RWD commits to the following Project Schedule.

Sehmel Homestead Park MP Field RCO YAF Grant Services			
Exhibit A2 - YAF Grant Application Schedule			
Tasks	Attachments	Lead Responsibility	Deadline (times & location to be determined)
1	Control and Tenure Documentation-such as a Title Report	Client	Wednesday, March 18, 2020
2	Authorizing Resolution/Application by City Council	Client	Wednesday, March 18, 2020
3	Definition of RCO Grant Scope & Budget	Client	Wednesday, March 18, 2020
4	Initial PRISM Application	RWD	Wednesday, March 04, 2020
5	Draft Project Application	RWD	
	Concept Plan	RWD	Tuesday, April 21, 2020
	Client Review	Client/RWD	Tuesday, April 21, 2020
	Concept Plan & Estimate of Probable Costs	RWD	Tuesday, April 21, 2020
	Regional Vicinity Map	RWD	Tuesday, April 21, 2020
	Public Need - Service Area	RWD	Tuesday, April 21, 2020
	Public Need - Underserved Communities	RWD	Tuesday, April 21, 2020
	Public Need - Existing Inventory	RWD	Tuesday, April 21, 2020
	Public Need - Recreation Opportunities	RWD	Tuesday, April 21, 2020
	Written Application	RWD	Tuesday, April 21, 2020
	Map: Area of Potential Effect	RWD	Tuesday, April 21, 2020
	Map: Boundary Map-Draft	RWD	Tuesday, April 21, 2020
	Map: Population Proximity Map	RWD	Tuesday, April 21, 2020
	Need Demonstration	Client/RWD	Tuesday, April 21, 2020
	Master Plan	RWD	Tuesday, April 21, 2020
	Development Site Plan	RWD	Tuesday, April 21, 2020
	Estimate of Probable Cost		Tuesday, April 21, 2020
	Letters and Other Documentation of Project Support	Client	Tuesday, April 21, 2020
	Program Elements Images	RWD	Tuesday, April 21, 2020
6	Client Review		Thursday, April 23, 2020
7	Grant Application Revisions		Tuesday, April 28, 2020
8	Grant Application Submittal via PRISM		Wednesday, April 29, 2020
9	Grant Application Deadline		Friday, May 01, 2020

Robert W. Drexel Landscape Architect, PLLC, 4401 1<sup>st</sup> Avenue, SE, Suite 203, Bellevue, WA 98004-3811, [info@rwdla.com](mailto:info@rwdla.com)

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This agreement is for a park designer to assist on a Recreation and Conservation Office (RCO) Youth Athletic Facilities (YAF) Grant for the replacement of synthetic at Sehmel Homestead Park, 10123 - 78th Ave NW, Gig Harbor.



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Sehmel Homestead Park MP Field RCD Grant Services

February 20, 2020

## Additional, Excluded Services

Specific items that are not within the scope of work/services include, but are not limited to, the following. RWD can provide these services at an additional cost.

- Design Survey
- Biological Baseline Characterization
- Wetland or Critical Area Report
- Geotechnical Investigation & Report
- Traffic Studies, Traffic Impact Analysis
- Stormwater Drainage report/studies/design other than as described herein
- Biological Evaluation
- Maintenance Cost projections
- Architectural, Mechanical, Electrical, Civil or Structural engineering services other than as described herein
- 30%, 65%, 95% & 100% Plans, Estimate and Specifications, Bidding Services or Construction Services for On-site and Off-site improvements
- Observation Services of any on-site or off-site, mitigation and building improvements other than defined in the Scope of Services
- Legal Descriptions of easements, Rights-of-Ways, etc.
- Web-site preparation and hosting, visual impact analysis, photo-simulations,
- SITES or LEEDS accreditation
- Tree valuation, Tree removal quantity count
- Noise Studies, Air Quality Studies
- Boundary and ALTA surveys
- Meeting attendance other than those listed herein
- Stream or Ordinary High-Water Mark delineation, Wetland, Wildlife, Habitat & Fisheries investigations & Impact Analysis other than as described herein
- Environmental Assessments
- Groundwater monitoring
- Grants Writing & Applications other than listed herein
- SEPA, IARPA, any environmental or regulatory permitting
- Hydrogeologic Report, Hydrology Studies, Environmental Studies, Water Quality Testing & Monitoring
- Visual Impact Analysis
- Cultural Resources investigations & monitoring, Heritage Documentation Programs, other than defined herein
- Public Presentations, Neighborhood meetings, Hearing Examiner meetings, City Council Meeting, etc. other than defined herein
- Mitigation Site Identification and Analysis, Mitigation Design
- Licensure Fees, Permit Fees, & Impact Fees will be provided by Client
- Typed up Meeting Notes.

## Professional Fee

Professional Fees to accomplish the Scope of Services is as shown on Exhibit B. RWD will perform the Scope of Services defined herein on a Lump-Sum Basis and will be billed monthly based upon work completed.

Robert W. Dowd, Landscape Architect, PLS, 4407 7<sup>th</sup> Avenue, SE, Lacey, WA, 98503, 253-858-3811, [info@rwdol.com](mailto:info@rwdol.com)

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The work will include drawings, calculations, and narratives required for the completion of the grant application.

This actual field work is expected to commence in 2021.

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## Exhibit B - Project Scope & Fee

Task	Client Application Title	Fee (Original US\$)				Landmark Fee			
		Subtotal	Years	Subtotal	Years	Subtotal	Years	Subtotal	
L.00	Initial Final Application	\$ 100.00	1	\$ 100.00		\$ --		\$ --	
L.01	Site Plan	\$ 1,070.00	1	\$ 1,070.00	1.2	\$ 1,280.00		\$ --	
L.02	Client Review	\$ 200.00	1	\$ 200.00		\$ --		\$ --	
L.03	Site Plan Revisions	\$ 800.00		\$ --	4	\$ 320.00		\$ --	
L.04	Approval Agency Fee	\$ 800.00		\$ --	1	\$ 800.00		\$ --	
L.05	Public Need - Service Fee	\$ 800.00		\$ --	1	\$ 800.00		\$ --	
L.06	Public Need - Historical Documentation	\$ 800.00		\$ --	1	\$ 800.00		\$ --	
L.07	Public Need - Parking Assessment	\$ 800.00		\$ --	4	\$ 320.00		\$ --	
L.08	Public Need - Resource Operations	\$ 800.00		\$ --	4	\$ 320.00		\$ --	
L.09	Historic Application and Historic Guidelines	\$ 1,000.00	1.2	\$ 1,200.00		\$ --		\$ --	
L.10	Map: Area of Historical Effect	\$ 800.00		\$ --	4	\$ 320.00		\$ --	
L.11	Map: Secondary Map	\$ 800.00		\$ --	4	\$ 320.00		\$ --	
L.12	Map: Population Density Map	\$ 800.00		\$ --	4	\$ 320.00		\$ --	
L.13	Map: Boundaries	\$ 800.00		\$ --	4	\$ 320.00		\$ --	
L.14	Master Plan	\$ 800.00		\$ --	4	\$ 320.00		\$ --	
L.15	Development Fee Plan	\$ 800.00		\$ --	1	\$ 800.00		\$ --	
L.16	Calculate of Profitable Cost	\$ 800.00	1	\$ 800.00		\$ --		\$ --	
L.17	Final Letters of Support/Recommendation	\$ 800.00		\$ --	1	\$ 800.00		\$ --	
L.18	Program Director Fee	\$ 800.00		\$ --	1	\$ 800.00		\$ --	
L.19	Client Review	\$ 200.00	1	\$ 200.00		\$ --		\$ --	
L.20	Client Application Revisions	\$ 800.00	1	\$ 800.00		\$ --		\$ --	
L.21	Client Application Submittal Fee	\$ 800.00	1	\$ 800.00		\$ --		\$ --	
L.22	Project Management	\$ 2,500.00	10	\$ 24,800.00		\$ --	4	\$ 1,600.00	
2020 Client Application Subtotal		\$ 12,290.00							
Client Application		\$ 700.00							
Budget Total		\$ 12,990.00							

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Exhibit C: Project Scope Limits

