



Peninsula Metropolitan Park District

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

REGULAR MEETING AGENDA

April 19, 2022, 6:00 PM

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

Call to Order

Commissioner Roll Call:

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

ITEM 1 President's Report

ITEM 2 Executive Director's Report

ITEM 3 Special Presentations

3a. Spring Egg Hunt Event Report

ITEM 4 Board Committee Reports

4a. CIP Committee

4b. Finance and Administration Committee

4c. Recreation Services Committee

4d. Stewardship Committee

4e. External Committee Reports

ITEM 5 Public Comments:

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

ITEM 6 Minutes

6a. [Approval of Minutes of the April 5, 2022 Study Session](#)

6b. [Approval of Minutes of the April 5, 2022 Regular Meeting](#)

ITEM 7 Consent Agenda

7a. [Resolution C2022-008: Approval of Vouchers](#)



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7b. [Resolution C2022-009: Accept SEEK Fund](#)

ITEM 8 Unfinished Business: None

ITEM 9 New Business

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

[9.1a Resolution P2022-007: Authorizing the Executive Director to Sign the First Amendment to the Professional Services Agreement with Teresa D Johnson CPA](#)

9.2 Single Reading Resolutions Requiring One Reading for Adoption:
None

9.3 Two Reading Resolutions Requiring Two Readings for Adoption:
None

ITEM 10 Comments by Board

ITEM 11 Election of President

ITEM 12 Next Board Meetings

[May 3, 2022 Study Session at 5:00 pm and Regular Meeting at 6:00 pm at the Gig Harbor Civic Center - Council Chambers 3510 Grandview Street, Gig Harbor, WA 98335](#)

ITEM 13 Adjournment

BOARD OF PARK COMMISSIONERS MEETING PROCEDURES

The Board of Park Commissioners encourages the public to attend its Board meetings. All persons who attend Board meetings must comply with Board Policy P10-106 providing for the Rules of Decorum at Board Meetings. This Policy is to preserve order and decorum and discourage conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of Board meetings. A copy of the policy is available at each meeting and at www.penmetparks.org.



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STUDY SESSION MINUTES

April 05, 2022, 5:00 PM

Call to Order, 5:00 PM

Commissioner Roll Call:

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

ITEM 1 Board Discussion

1a. Policy Review: P70-101 Park Enhancement Grant (PEG) Program Policy

Staff introduction by Executive Director, Ally Bujacich

Staff PowerPoint Presentation by Planning and Special Projects Manager, Nicole Jones-Vogel

Board Discussion included: Minimum grant request changed to \$2,500, what was the motivation for that? Also, what is the plan for funding if all \$25,000 of the Grant Budget is not used? The new policy allows for applications right before the budget process begins to allow for flexibility and budget planning.

Recreation aspect of the Policy and how do we address the boundaries. Adding Recreation also blends the funds and can be addressed through other available funds.

Consider more marketing and outreach for the PEG Grant. Make sure that it is simple, accessible, and attainable. Also, for future discussion by the board remove

Staff responses included: To have larger projects apply through the PEG Grant and have the smaller (Scout) projects go through maintenance or other park funds for efficiency. Another option is to revamp the process for the smaller projects.

In regards to projects, the recreation component, or any boundary rules; these are addressed in the criteria section and simply need to meet the mission of the District.

The PEG Grant will get a new logo and marketing. New simple application agreements for the applicants and staff requirements for reporting and End of the Year Report to the Board.



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Staff Next Steps: Formulate an updated first reading draft. Drafting program documents and marketing materials and plan of action for submitting applications. After the second reading is adopted staff will work through the implementation plan with the Stewardship Committee.

Board Follow-Up items: Take to Stewardship Committee: Discuss minimum grant request; discuss eligible applicants; review out of grant application time frame process; discuss funding.

ITEM 2 Adjournment, 5:55 PM

Approved By the Board on _____

Amanda Babich, Board President

Steve Nixon, Board Clerk

Submitted by Robyn Readwin

DRAFT



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REGULAR MEETING MINUTES

April 05, 2022, 6:00 PM

Call to Order 6:00 PM

Commissioner Roll Call:

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

Quorum

ITEM 1 President's Report

Congratulations on the 1st anniversary of Executive Director, Ally Bujacich. Proud of the District and would like the Board of Commissioners to consider nominating a replacement Board President at the next meeting on April 19th, 2022.

ITEM 2 Executive Director's Report

Updates:

1. **Introduce, Stephanie Burman, Accounting Manager**
2. **Introduce, John Anderson, Permanent Parks Superintendent**
3. **Summertime update.** Space is available in sports, tennis, and STEM camps.
4. **Parks Appreciation Day** is Saturday, April 9, and we thank our sponsors: Crumbl, Fondi, Starbucks, Wilco, and Target. Hosting at 3 sites.
5. **Earth Day** is Friday, April 22, Agents of Discovery goes live on April 6, 2022.
6. **Arletta Renovation Update:** New roof is on, asbestos abatement is complete, floors are salvageable, and the health department has approved the well.
7. **Madrone Links** April 4, 2022 inspection and concerns and next steps.

ITEM 3 Special Presentations

- 3a. **February Financial Presentation**
Director of Finance & Administration, Sherman Enstrom
PowerPoint Presentation
- 3b. **Gig Harbor Land Conservation Fund**
Gig Harbor Land Conservation Fund Advisory Board Members:
Michael Behrens, Professor of Ecology at PLU, and Jennifer Keating,
Land Use Planner with Puyallup Tribe of Indians
PowerPoint Presentation

- Conservation land criteria overview



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- Perpetuity and public access
- The current project, North Creek Salmon Heritage Site, Phase 3
- The goal is to get to \$50K this month

ITEM 4 Board Committee Reports

4a. CIP Committee

Committee Chair, Commissioner Grimmer

- Last meeting 3/28/2022
- CRC update and open to show samples tomorrow
- DeMolay project updates

4b. Finance and Administration Committee

Committee Chair, Commissioner Nixon

- Reviewed Draft Employee Handbook and Draft HR policy
- CPA Amendment for Springbrook end-user training and streamlining Payroll.

4c. Recreation Services Committee

Committee Chair, Commissioner Kingsbury

- Met 3/17/2022.
- Youth baseball program, over 300 players which is double 2021
- Spring Egg Hunt April 16
- Mother-Son Dance May 6 and Father-Daughter Dance May 7
 - Sponsored by Oceans 5
 - Terminology – welcoming and inclusive. Next year, Daughters night out or Son's night out. Same events but welcome to all
- Bike Bash – Main Sponsor is Neighborhood Experts Real Estate \$7500, Rotary \$2500, Summit Wealth \$500.

4d. Stewardship Committee

Stewardship Committee Chair, Commissioner Hill

- Consultant of the Capital Campaign
- Parks appreciation day planning
- Earth Day, Agents of Discovery
- PEG Grant discussion

4e. External Committee Reports: None

ITEM 5 Public Comments:

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



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Public Comment:

Thank you to the staffs work at 2 Fox Island Properties and offered house site background. Consider district fees prioritization for in-district users and any subsidizing should be for in district applicants.

ITEM 6 Minutes

6a. Approval of Minutes of the March 15, 2022, Study Session

6b. Approval of Minutes of the March 15, 2022, Regular Meeting

Commissioner Kingsbury, Move to adopt the minutes as presented;
 Commissioner Grimmer, Second;
 Roll call vote, motion approved unanimously, motion carries.

ITEM 7 Consent Agenda

7a. Resolution C2022-007 Approval of Vouchers

Commissioner Kingsbury, Move to adopt the minutes as presented;
 Commissioner Grimmer, Second;
 Roll call vote, motion approved unanimously, motion carries.

ITEM 8 Unfinished Business

8a. Resolution RR2022-04 Approving the Project Budget for the Rosedale Hall Renovation (Second Reading)

Presider: This resolution was moved and seconded at the March 15, 2022 Meeting.
 No further staff discussion.
 No further Board discussion.
 Roll call vote, motion approved unanimously, motion carries.

8b. Resolution RR2022-005 Approving the Project Budget for Demolition of Certain Structures (Second Reading)

Presider: This resolution was moved and seconded at the March 15, 2022 Meeting.
 No further staff discussion.
 No further Board discussion.
 Roll call vote, motion approved unanimously, motion carries.

ITEM 9 New Business

9.1 Purchasing Resolutions Requiring One Reading for Adoption:

9.1a Resolution P2022-005 Authorizing the Executive Director to Sign the Construction Agreement for the Sehmel Homestead Park Turf Replacement

Commissioner Grimmer: So moved;
 Commissioner Kingsbury: Second.
 Executive Director, Bujacich calls on Planning and Special Projects Manager, Nicole Jones-Vogel, for PowerPoint Presentation.



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Board discussion: Supportive of the additional gate for playground access.
 Like the addition of the logo to the turf.
 Roll call vote, motion approved unanimously, motion carries.

9.2 Single Reading Resolutions Requiring One Reading for Adoption: None

9.3 Two Reading Resolutions Requiring Two Readings for Adoption:

Please note there was a scrivener's error on a previous agenda that went out noting that item 9.3a was Resolution RR2022-03. It has been corrected to have the Number RR2022-006.

9.3a Resolution RR2022-006 Adopting the Project Budget for the Sehmel Turf Replacement

Commissioner Grimmer: So moved;

Commissioner Kingsbury: Second.

Executive Director Bujacich and the staff has requests the Board suspend the two-reading rule due to the necessity for the project timeline and there is no statutory requirement that a project budget has two readings.

Commissioner Kingsbury: I make a motion to suspend the rules to move the resolution RR2022-006 to a second reading the same night,

Commissioner Nixon: Second.

Roll call vote, motion approved unanimously, motion carries

Executive Director, Bujacich calls on Planning and Special Projects Manager, Nicole Jones-Vogel, for PowerPoint Presentation.

Board comment, thank you to staff for improvements to the turf.

Roll call vote, motion approved unanimously, motion carries

ITEM 10 Comments by Board

Commissioner Hill: Regarding public comment and site background, ask staff to look into that. Thank you to President Babich for all of your hard work.

Commissioner Kingsbury – Thank you to our seniors for attending, keep your mission at our forefront with programming and space available. Thank you you're your public comment on registration for district programs. Thank you to the staff for your hard work on summer camp registration.

ITEM 11 Next Board Meeting

April 19, 2022 Study Session at 5:00 pm and Regular Meeting at 6:00 pm at the Gig Harbor Civic Center - Council Chambers 3510 Grandview Street, Gig Harbor, WA 98335

ITEM 12 Adjournment – 7:28 PM



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Approved By the Board on _____

Amanda Babich, Board President

Steve Nixon, Board Clerk

Submitted by Robyn Readwin

DRAFT



Peninsula Metropolitan Park District

RESOLUTION NO. C2022-008

APPROVING VOUCHERS FROM APRIL 2022

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

WHEREAS, expenditures are within the current resource projections at the fund level; and

WHEREAS, the Executive Director or his or her designee has certified that the materials have been furnished, the services rendered, or the labor performed as described, and that each claim represents a just, due, and unpaid obligation against the District;

NOW THEREFORE BE IT

RESOLVED by the Board of Park Commissioners of the Peninsula Metropolitan Park District that vouchers in the amounts and for the period indicated on Attachment "A" be approved for payment.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on April 19, 2022.

Amanda Babich, Board President

Steve Nixon, Board Clerk

Attest: Ally Bujacich

Attachment A to Resolution C2022-008

For the period beginning 04/06/2022 and ending 04/06/2022

Voucher # 220401001 through # 220401017 are approved for payment in the amount of \$90,112.63.

and

For the period beginning 04/11/2022 and ending 04/11/2022

Voucher #220402001 through # 220402012 are approved for payment in the amount of \$39,348.85.



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DISTRICT COMMISSION MEMO

To: Board of Park Commissioners

Through: Ally Bujacich, Executive Director

From: Matthew Kerns, Recreation Services Manager

Date: April 19, 2022

Subject: **ACCEPTING AND APPROPRIATING ASSOCIATION OF WASHINGTON CITIES GRANT: SUMMER EXPERIENCES & ENRICHMENT FOR KIDS FUND (SEEK FUND) AND AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT**

Background/Analysis

Resolution C2022-009 accepts and appropriates up to \$326,144.00 from the Association of Washington Cities (AWC) and Summer Experiences & Enrichment for Kids (SEEK) Fund to Peninsula Metropolitan Park District and authorizes the Executive Director to enter into an agreement with AWC for the funding.

These funds will reimburse the district for eligible expenses related to summer youth programming. Through these funds, the district will be able to offer three weeks of camps for youth with disabilities, create additional opportunities for low-income families, and add additional youth-centered events. These programs promote social connection, encourage physical activity, support families who are struggling with childcare needs and assist those most impacted by the isolation of the COVID-19 pandemic.

The SEEK Fund has been made possible by federal COVID-19 relief funds given to the Washington Office of the Superintendent for Public Instruction (OSPI). This program seeks to help local agencies expand their summer education programs to provide more kids with access to outdoor learning opportunities. The Washington Recreation & Park Association and the AWC are facilitating this new Washington State grant program to provide local parks and recreation agencies with funding for youth-focused summer programming.

Policy Implications/Support

1. The mission of PenMet Parks is to enhance the quality of life by providing parks and recreation opportunities for our community.
2. PenMet Parks has adopted goals, including:
 - a. District Funds: To maximize the use of tax revenues by using other resources such as grants, user fees, volunteers, and appropriate professional resources.

Staff Recommendation

Staff recommends the Board pass Resolution C2022-009, accepting and appropriating funds from the AWC SEEK Fund and authorizing the Executive Director to sign the AWC SEEK Fund Agreement to provide recreation youth programs in substantially the form attached.

Committee Recommendation

The content of the SEEK Fund was reviewed by the Recreation Services Committee on November 17th, 2021.

Staff Contact

If you have any questions or comments, please contact Matthew Kerns at (253) 649-0349 or via email at mkerns@penmetparks.org.

Attachments

Exhibit A: Resolution C2022-009

Exhibit B: PenMet Parks & AWC SEEK Fund Agreement



Peninsula Metropolitan Park District

RESOLUTION NO. C2022-009

ACCEPTING AND APPROPRIATING ASSOCIATION OF WASHINGTON CITIES GRANT: SUMMER EXPERIENCES & ENRICHMENT FOR KIDS FUND (SEEK FUND), A PROGRAM OF THE WASHINGTON OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION (OSPI) AND AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT

WHEREAS, PenMet Parks strives to provide accessible, affordable, accommodating, and welcoming parks and program services to the community regardless of age, ability, race, ethnicity, and income level; and

WHEREAS, restrictions related to protecting the community from the transmission of the COVID-19 virus resulted in the loss of many program opportunities for children in years past; and

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

WHEREAS, PenMet Parks strives to remove barriers to ensure that everyone can access and enjoy parks, natural areas, facilities, services, and programs; and

WHEREAS, PenMet Parks has the capacity to provide youth programming to its participants, age 3-18 years old, between June 27, 2022, and September 2, 2022; and

WHEREAS, PenMet Parks has been selected to receive up to \$326,144 from the Association of Washington Cities (AWC) Summer Experiences & Enrichment for Kids (SEEK) Fund for PenMet Parks summer youth programming desires to contract with PenMet Parks to ensure service providers are properly compensated for delivery of services provided to youth; and

WHEREAS, this Agreement is consistent with applicable state and federal laws and the adopted goals and policies of the Parties,

NOW, THEREFORE BE IT

RESOLVED that the Board of Park Commissioners accept and appropriate up to \$326,144 for summer youth programming from the AWC and SEEK Fund; and be it

FURTHER RESOLVED, that the Executive Director is authorized to sign the Agreement between the Association of Washington Cities and Peninsula Metropolitan Park District regarding Summer Experiences & Enrichment for Kids, a program of the Washington Office of Superintendent of Public Instruction (OSPI), in substantially the form attached.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on April 19, 2021.

Amanda Babich, Board President

Steve Nixon, Board Clerk

Attest: Ally Bujacich

SEEK Funding Opportunity Subcontractor Funding Agreement

**Association of Washington Cities
Service Subcontract (“Subcontract”) with**

Peninsula Metropolitan Parks District
through

Summer Experiences & Enrichment for Kids Fund (SEEK Fund)
A program of the Washington Office of Superintendent of Public Instruction
(OSPI)

For

Jurisdiction Name	Peninsula Metropolitan Parks District
Program Description	1. PenMet Parks Youth Programs & Camps 2022

Start date: April 15, 2022

End date: November 15, 2022

FACE SHEET

Subcontract Number: 22-67

Association of Washington Cities (AWC)

Summer Experiences & Enrichment for Kids (SEEK) Fund

The Association of Washington Cities (AWC) is working in collaboration with and generally under the direction from OSPI to provide evidence-based, outdoor, summer enrichment programs to youth in K-12 (ages 4-21). Funds for this subcontract are intended to prevent, prepare for, or respond to the COVID-19 pandemic, including its impact on the social, emotional, mental health, and academic needs of students.

1. Subcontractor		2. Subcontractor Doing Business As (optional)	
3. Subcontractor Representative		4. AWC Representative	
		Jacob Ewing Legislative Policy Analyst (360) 753-4137 jacobe@awcnet.org	
		1076 Franklin Street SE Olympia, WA 98501	
5. Subcontract Amount	6. Start Date	7. End Date	8. Tax ID #
\$326144	April 15, 2022	November 15, 2022	
9. Subcontract Purpose			
Carry out summer activities under the OSPI SEEK program as described in Attachment A.			
AWC and the Subcontractor, as defined above, acknowledge and accept the terms of this Subcontract and attachments and have executed this Subcontract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Subcontract are governed by this Subcontract and the following other documents incorporated by reference: Subcontractor General Terms and Conditions including Attachment "A" – SEEK Application/Scope of Work; Attachment "B" – Project Costs Worksheet; Attachment "C" – Subcontractor Data Collection; Attachment (D) – Subcontractor Agent(s); Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification.			
FOR SUBCONTRACTOR		FOR Association of Washington Cities	
_____		_____	
_____		_____	
Date		Date	

Last revision 11/23/2021

SEEK Funding Opportunity Subcontractor Funding Agreement

1. **SUBCONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the Subcontract contact person for all communications and billings regarding the performance of this Subcontract.

The Representative for AWC and their contact information are identified on the Face Sheet of this Subcontract.

The Representative for the Subcontractor and their contact information are identified on the Face Sheet of this Subcontract.

2. **PAYMENT**

AWC shall pay an amount not to exceed \$326144 for the performance of all things necessary for or incidental to the performance of work as set forth in the SEEK Application and described in Attachment A. Subcontractor's compensation for services rendered shall be based on the completion of duties as outlined in the SEEK application, in Attachment A, in accordance with the following sections.

3. **BILLING PROCEDURES AND PAYMENT**

AWC will reimburse Subcontractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for AWC not more often than monthly. Subcontractor will use the invoice form provided by AWC to request reimbursement.

The invoices shall describe and document, to AWC's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Subcontract Number 22-67. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

If errors are found in the submitted invoice or supporting documents, AWC will notify the Subcontractor to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify AWC.

Payment shall be considered timely if made by AWC within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Subcontractor.

AWC may, in its sole discretion, terminate the Subcontract or withhold payments claimed by the Subcontractor for services rendered if the Subcontractor fails to satisfactorily comply with any term or condition of this Subcontract.

No payments in advance or in anticipation of services or supplies to be provided under this Subcontract shall be made by AWC.

Duplication of Billed Costs

The Subcontractor shall not bill AWC for services performed under this Subcontract, and AWC shall not pay the Subcontractor, if the Subcontractor is entitled to payment or has been or will be paid by any other source, including grants, for that service. This does not include fees charged for summer recreation programs.

Disallowed Costs

The Subcontractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

SEEK Funding Opportunity Subcontractor Funding Agreement

Final Reimbursement and Reporting Deadline

When the project is completed the Subcontractor must submit a final invoice, final report, and supporting documents needed to close out the project no later than **October 1, 2022**.

AWC shall withhold 10 percent (10%) from each payment until acceptance by AWC of the final reporting from the Subcontractor has been submitted and verified.

4. SUBCONTRACTOR DATA COLLECTION/REPORTING REQUIREMENTS

Subcontractor will submit reports, in a form and format to be provided by AWC (See Attachment C). Data must be provided to AWC along with final billing.

5. AGENT(S)

Agent(s) in this contract refers to any third-party entity and its employees that the Subcontractor has subcontracted with to provide services funded through this agreement. The Subcontractor is responsible for ensuring that any agent complies with the provision herein.

Any of the Subcontractor's agent(s) that will provide director supervision of youth through programs funded by this contract must be listed in Attachment D – Subcontractor Agent(s) and must provide proof of insurance per Section 6 of this document.

6. INSURANCE

a. Workers' Compensation Coverage. The Subcontractor shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Subcontractor's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such workers' compensation and occupational disease requirements shall include coverage for all employees of the Subcontractor, and for all employees of any subcontract retained by the Subcontractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Subcontract. Satisfaction of these requirements shall include, but shall not be limited to:

- i. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- ii. Purchase workers' compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- iii. Maintenance of a legally permitted and governmentally approved program of self-insurance for workers' compensation and occupational disease.

Except to the extent prohibited by law, the program of the Subcontractor's compliance with workers' compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against AWC, its directors, officers, and employees.

SEEK Funding Opportunity Subcontractor Funding Agreement

If the Subcontractor, or any agent retained by the Subcontractor, fails to effect and maintain a program of compliance with applicable workers' compensation and occupational disease laws, statutes, and regulations and AWC incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify AWC for such fines, payment of benefits to Subcontractor or Subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed AWC by the Subcontractor pursuant to the indemnity may be deducted from any payments owed by AWC to the Subcontractor for the performance of this Subcontract.

b. Automobile Insurance. In the event that services delivered pursuant to this Subcontract involve the use of vehicles, owned or operated by the Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

c. Business Automobile Insurance. In the event that services performed under this Subcontract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Subcontractor-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 "owned autos only" must be secured. If the Subcontractor's employees' vehicles are used, the Subcontractor must also include under the Business Automobile policy Code 9, coverage for "non-owned autos." The minimum limits for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

d. Public Liability Insurance (General Liability). The Subcontractor shall at all times during the term of this Subcontract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Subcontract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Subcontractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by AWC, with the approval of the Subcontractor (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000

e. Local Governments that Participate in a Self-Insurance Program.

Alternatively, Subcontractors may maintain a program of self-insurance or participate in a property/liability pool with adequate limits to comply with the Subcontract insurance requirements or as is customary to the contractor or subcontractor's business, operations/industry, and the performance of its respective obligations under this Subcontract.

SEEK Funding Opportunity Subcontractor Funding Agreement

- f. Additional Insured.** The Office of Superintendent of Public Instruction, and the Association of Washington Cities, shall be specifically named as an additional insured on all policies, including Public Liability and Business Automobile, except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance. AWC and OSPI may waive the requirement to be specially named as an additional insured on policies, including Public Liability and Business Automobile, provided that the Subcontractor provides: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pools must comply with RCW 48.62, the requirements of the Office of Risk Management and Local Government Self Insurance Program, the Washington State Auditor's reporting requirements and all related federal and state regulations. Subcontractors participating in a joint risk pool shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The AWC and OPSI, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.
- g. Proof of Insurance.** Certificates and or evidence satisfactory to the AWC confirming the existence, terms and conditions of all insurance required above shall be delivered to AWC within five (5) days of the Subcontractor's receipt of Authorization to Proceed.
- h. General Insurance Requirements.** Subcontractor shall, at all times during the term of the Subcontract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Subcontract at AWC's option. By requiring insurance herein, AWC does not represent that coverage and limits will be adequate to protect Subcontractor and such coverage and limits shall not limit Subcontractor's liability under the indemnities and reimbursements granted to AWC in this Subcontract.

Subcontractor shall include all agents of the Subcontractor as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each agent. Agent(s) must comply fully with all insurance requirements stated herein. Failure of agent(s) to comply with insurance requirements does not limit Subcontractor's liability or responsibility.

7. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Subcontract and Subcontractor General Terms and Conditions
- Attachment A – SEEK Application & Scope of Work
- Attachment B – Budget and Project Costs Worksheet
- Attachment C – Subcontractor Reporting Requirements
- Attachment D – Subcontractor Agent(s)
- Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification

SEEK Funding Opportunity Subcontractor Funding Agreement

SUBCONTRACTOR GENERAL TERMS AND CONDITIONS

1. **Access to Data.** In compliance with Chapter 39.26 RCW, the Subcontractor shall provide access to data generated under this Subcontract to AWC, and to the extent necessary to comply with RCW 39.26, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Subcontractor's reports, including computer models and methodology for those models.
2. **Alterations and Amendments.** This Subcontract may be amended only by mutual agreement of the parties in writing. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** In relation to this Subcontract, the Subcontractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **Assignment.** Neither this Subcontract, nor any claim arising under this Subcontract, shall be transferred or assigned by the Subcontractor without prior written consent of AWC.
5. **Assurances.** AWC and the Subcontractor agree that all activity pursuant to this Subcontract will be in accordance with all applicable current federal, state and local laws, rules and regulations.
6. **Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
7. **Budget Revisions.** Any monetary amount budgeted by the terms of this Subcontract for various activities and line item objects of expenditure, as outlined in Attachment B – Budget and Project Costs Worksheet, may be revised without prior written approval of AWC, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of AWC. Subcontractor will use the funding change request form provided by AWC to request these budget revisions.
8. **Certification Regarding Debarment, Suspension, and Ineligibility.** The Subcontractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. "Covered transactions" include procurement contracts for goods that are expected to equal or exceed twenty-five thousand dollars (\$25,000). Subcontractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking online at the System for Award Management (SAM), Excluded Parties List. The Subcontractor shall immediately notify the AWC if, during the term of this subcontract, Subcontractor becomes debarred. AWC may immediately terminate this Subcontract by providing Subcontractor written notice if Subcontractor becomes debarred during the term of this Subcontract.

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The Subcontractor also certifies that neither it nor its principals are debarred, suspended, or proposed for debarment from participation in transactions by any state department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, or proposed for debarment from participation in covered transactions by any state department or agency.

- 9. Certification Regarding Lobbying.** The Subcontractor certifies that Federal-appropriated funds will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Subcontractor shall require its agents to certify compliance with this provision.
- 10. Certification Regarding Wage Violations.** The Subcontractor certifies that within three (3) years prior to the date of execution of this Subcontract, Subcontractor has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

The Subcontractor further certifies that it will remain in compliance with these requirements during the term of this Subcontract. Subcontractor will immediately notify AWC of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Subcontract.

- 11. Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Subcontractor, Subcontractor agrees to notify AWC of the change. Subcontractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.
- 12. Confidentiality.** The Subcontractor acknowledges that all of the data, material and information which originates from this Subcontract, and any student assessment data, material and information which will come into its possession in connection with performance under this Subcontract, consists of confidential data owned by AWC or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) or other privacy laws, and that the data must be secured and protected from unauthorized disclosure by the Subcontractor. The Subcontractor is wholly responsible for compliance with FERPA requirements.

The Subcontractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Subcontract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Subcontractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure or usages not specifically authorized by this Subcontract. The parties acknowledge the release of records may be subject to the Public Records Act, RCW 42.56, and further acknowledge that Washington law and court order may compel disclosure of certain records; this provision does not apply to records compelled by law or court order.

- 13. Copyright Provisions.** Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and copyright shall be owned by the

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Superintendent of Public Instruction (Superintendent). The Superintendent shall be considered the author of such Materials. If Materials are not considered “works for hire”, Subcontractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Superintendent effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Copyright ownership includes the right to patent, register and the ability to transfer these rights.

Subcontractor understands that, except where otherwise agreed to in writing or approved by the Superintendent or designee, all original works of authorship produced under this Contract shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

All Materials the Subcontractor has adapted from others’ existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Subcontractor will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If the Subcontractor would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial-ShareAlike](#) license, version 4.0 or later, is acceptable for these specific sections.

The Subcontractor warrants and represents that Subcontractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

The Subcontractor shall exert all reasonable effort to advise the Superintendent, at the time of delivery of data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Superintendent shall receive prompt written notice of each notice or claim of infringement received by the Subcontractor with respect to any data delivered under this Contract. The Superintendent shall have the right to modify or remove any restrictive markings placed upon the data by the Subcontractor.

- 14. Covenant Against Contingent Fees.** The Subcontractor warrants that no person or selling agent has been employed or retained to solicit or secure this Subcontract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Subcontractor for the purpose of securing business. AWC shall have the right, in the event of breach of this clause by the Subcontractor, to annul this Subcontract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.
- 15. Disputes.** In the event that a dispute arises under this Subcontract, the parties will use their best efforts to amicably resolve any dispute, including use of alternative dispute resolution options.

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- 16. Duplicate Payment.** AWC shall not pay the Subcontractor, if the Subcontractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.
- 17. Entire Agreement.** This Subcontract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Subcontract shall be deemed to exist or to bind any of the parties hereto.
- 18. Ethical Conduct.** Neither the Subcontractor nor any employee or agent of the Subcontractor shall participate in the performance of any duty or service in whole or part under this Subcontract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.
- 19. Governing Law and Venue.** This Subcontract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- 20. Indemnification.** To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless AWC and all officials, agents, and employees of AWC, from and against all claims for injuries or death arising out of or resulting from the performance of this Subcontract. "Claim" as used in this Subcontract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Subcontractor's obligation to indemnify, defend and hold harmless includes any claim by Subcontractor's agents, employees, representatives, or any subcontractor or its employees.

Subcontractor expressly agrees to indemnify, defend, and hold harmless AWC for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Subcontractor's or its subcontractor's performance or failure to perform the Subcontract. Subcontractor's obligation to indemnify, defend, or hold harmless AWC shall not be eliminated or reduced by any actual or alleged concurrent negligence by AWC, or their agents, employees, or officials.

Subcontractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless AWC, and their agents, employees, or officials.

- 21. Independent Capacity of the Subcontractor.** The parties intend that an independent Subcontractor relationship will be created by this Subcontract. The Subcontractor and his/her employees or agents performing under this Subcontract are not employees or agents of AWC. The Subcontractor will not hold itself out as nor claim to be an officer or employee of AWC, the Superintendent or of the state of Washington by reason hereof, nor will the Subcontractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Subcontractor.

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- 22. Licensing and Accreditation Standards.** The Subcontractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Subcontract.
- 23. Limitation of Authority.** Only AWC or AWC's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Subcontract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Subcontract is not effective or binding unless made in writing and signed by AWC.
- 24. Non-Discrimination.** The Subcontractor shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to AWC. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Subcontractor and its agents under this Subcontract. The Subcontractor shall notify AWC immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Subcontractor's noncompliance or refusal to comply with this nondiscrimination provision, this Subcontract may be rescinded, cancelled or terminated in whole or part, and the Subcontractor may be declared ineligible for further contracts with AWC.
- 25. Overpayments.** Subcontractor shall refund to AWC the full amount of any overpayment under this Subcontract within thirty (30) calendar days of written notice. If Subcontractor fails to make a prompt refund, AWC may charge Subcontractor one percent (1%) per month on the amount due until paid in full.
- 26. Public Disclosure.** Subcontractor acknowledges that AWC is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and AWC acknowledges that the Subcontractor is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Subcontract shall be a public record as defined in RCW 42.56. Any specific information that is claimed by either party to be confidential or proprietary must be clearly identified as such by that party. To the extent consistent with chapter 42.56 RCW, each party shall attempt reasonably to maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view such information, the party receiving the public records request will notify the other party of the request and the date that such records will be released to the requester unless the other party obtains a court order enjoining that disclosure. If such party fails to obtain the court order enjoining disclosure, the party receiving the records request will release the requested information on the date specified.
- 27. Publicity.** The Subcontractor agrees to submit to AWC all advertising and publicity matters relating to this Subcontract which in the AWC's judgment, AWC or the Superintendent's name can be implied or is specifically mentioned. The Subcontractor agrees not to publish or use such advertising and publicity matters without the prior written consent of AWC.

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28. Registration with Department of Revenue. The Subcontractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Subcontract.

29. Records Maintenance. The Subcontractor shall maintain all books, records, documents, data and other evidence relating to this Subcontract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Subcontract. Subcontractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Subcontract, shall be subject at all reasonable times to inspection, review or audit by the AWC or the Superintendent, personnel duly authorized by AWC or the Superintendent, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

30. Right of Inspection. The Subcontractor shall provide right of access to its facilities utilized under this Subcontract to AWC or any of its officers responsible for executing the terms of this Subcontract at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Subcontract on behalf of AWC. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Subcontractor's business or work hereunder.

31. Severability. The provisions of this Subcontract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

32. Subcontracting. Neither the Subcontractor nor any agent of the Subcontractor shall enter into subcontracts for any of the work contemplated under this Subcontract without obtaining prior written approval of AWC. Subcontractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Subcontract are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Subcontractor to the AWC for any breach in the performance of the Subcontractor's duties. This clause does not include contracts of employment between the Subcontractor and personnel assigned to work under this Subcontract.

If, at any time during the progress of the work, AWC determines in its sole judgment that any agent of the Subcontractor is incompetent, AWC shall notify the Subcontractor, and the Subcontractor shall take immediate steps to terminate the agent's involvement in the work. The rejection or approval by AWC of any agent or the termination of an agent shall not relieve the Subcontractor of any of its responsibilities under the Subcontract, nor be the basis for additional charges to AWC.

33. Taxes. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Subcontractor or its staff shall be the sole responsibility of the Subcontractor.

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- 34. Technology Security Requirements.** The security requirements in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, which by this reference are incorporated into this agreement.

The Subcontractor acknowledges it is required to comply with WaTech Office of Chief Information Officer (OCIO) IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all Superintendent assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets.

As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between AWC and the Subcontractor. Any related costs to performing these activities shall be at the expense of the Subcontractor. Any such activities and resulting checklist and/or other products must be shared with AWC.

- 35. Termination for Convenience.** Except as otherwise provided in this Subcontract, the Superintendent or Superintendent's Designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Subcontract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Subcontractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Subcontractor. If this Subcontract is so terminated, AWC shall be liable only for payment required under the terms of the Subcontract for services rendered or goods delivered prior to the effective date of termination.

- 36. Termination for Default.** In the event AWC determines the Subcontractor has failed to comply with the conditions of this Subcontract in a timely manner, AWC has the right to suspend or terminate this Subcontract. AWC shall notify the Subcontractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Subcontract may be terminated. AWC reserves the right to suspend all or part of the Subcontract, withhold further payments, or prohibit the Subcontractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Subcontractor or a decision by AWC to terminate the Contract. In the event of termination, the Subcontractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Subcontract and the replacement or cover Subcontract and all administrative costs directly related to the replacement Subcontract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Subcontractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AWC provided in this Subcontract are not exclusive and are in addition to any other rights and remedies provided by law.

- 37. Termination Due to Funding Limitations or Contract Renegotiation, Suspension.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Subcontract and prior to normal completion of this Subcontract, with the notice specified below and without liability for damages:

- a. At AWC's discretion, AWC may give written notice of intent to renegotiate the Subcontract under the revised funding conditions.

SEEK Funding Opportunity Subcontractor Funding Agreement

- b. At AWC's discretion, AWC may give written notice to Subcontractor to suspend performance when AWC determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Subcontractor's performance to be resumed.
- (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When AWC determines that the funding insufficiency is resolved, it will give the Subcontractor written notice to resume performance, and Subcontractor shall resume performance.
 - (3) Upon the receipt of notice under b. (2), if Subcontractor is unable to resume performance of this Subcontract or if the Subcontractor's proposed resumption date is not acceptable to AWC and an acceptable date cannot be negotiated, AWC may terminate the Subcontract by giving written notice to the Subcontractor. The parties agree that the Subcontract will be terminated retroactive to the date of the notice of suspension. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the retroactive date of termination.
- c. AWC may immediately terminate this Subcontract by providing written notice to the Subcontractor. The termination shall be effective on the date specified in the termination notice. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the effective date of termination. No penalty shall accrue to AWC in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.

38. Termination Procedure. Upon termination of this Subcontract the AWC, in addition to other rights provided in this Subcontract, may require the Subcontractor to deliver to AWC any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AWC shall pay to the Subcontractor the agreed upon price, if separately stated, for completed work and services accepted by AWC and the amount agreed upon by the Subcontractor and AWC for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by AWC, and (d) the protection and preservation of the property, unless the termination is for default, in which case AWC shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Subcontract. The AWC may withhold from any amounts due to the Subcontractor such sum as AWC determines to be necessary to protect AWC against potential loss or liability.

The rights and remedies of AWC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Subcontract.

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After receipt of a notice of termination, and except as otherwise directed by the Superintendent, the Subcontractor shall:

- a. Stop work under this Subcontract on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Subcontract that is not terminated;
- c. Assign to AWC, in the manner, at the times, and to the extent directed by the AWC, all rights, title, and interest of the Subcontractor under the orders and subcontracts in which case AWC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of AWC to the extent the AWC may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to AWC and deliver, in the manner, at the times and to the extent as directed by AWC, any property which, if the Subcontract had been completed, would have been required to be furnished to AWC;
- f. Complete performance of such part of the work not terminated by AWC; and
- g. Take such action as may be necessary, or as AWC may direct, for the protection and preservation of the property related to this Subcontract which, in is in the possession of the Subcontractor and in which AWC has or may acquire an interest.

39. Treatment of Assets. Except as otherwise provided for in the Subcontract, the ownership and title to all real property and all personal property exceeding a value of \$5,000 purchased by the Subcontractor in the course of performing this Subcontract with moneys paid by the Superintendent shall vest in the Superintendent, except for supplies consumed in performing this Subcontract. The Subcontractor shall (1) maintain a current inventory of all the real and personal property; (2) label all the property "State of Washington, Superintendent of Public Instruction"; and, (3) surrender property and title to the Superintendent without charge prior to settlement upon completion, termination or cancellation of this Contract.

If any property is lost, destroyed, or damaged, the Subcontractor shall notify the Superintendent and take all reasonable steps to protect the property from further damage.

All reference to the Subcontractor under this clause shall include Subcontractor's employees and agents.

40. Waiver. A failure by either part to exercise its rights under this Subcontract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of

SEEK Funding Opportunity Subcontractor Funding Agreement

this Subcontract unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

Attachment A

SEEK Application & Scope of Work

Insert detailed project description as included in the Funding Opportunity application & Attach SEEK Funding Application**PenMet Parks Youth Programs & Camps 2022**

PenMet Parks is the main provider of recreation services on the Gig Harbor Peninsula. We serve community members in the City of Gig Harbor, parts of unincorporated Pierce County, the Key Peninsula, Port Orchard, and even some from Tacoma. This year we anticipate offering 97 summer camps for children in addition to several other one-day programs. All of our day camps are considered specialty camps, each with its own theme or focus. Examples include a Harry Potter inspired camp, Lacrosse Camp, Drone Commander Camp and more! We offer a variety of STEM camps which keeps children engaged in hands-on, interactive learning activities using Lego bricks, K&N™Nex, DUPLO blocks, and other technologies like computer coding or Minecraft. Through our partners like Skyhawks, we even offer STEM sports camps which teach the science behind each sport. In addition to Skyhawks, we contract with several other entities such as Snapology, Bricks 4 Kidz, USTA (tennis), Mighty Kicks Soccer, Harbor Canvas, and Harbor Gymnastics to bring additional day camp opportunities to our community. Each of our camps incorporate social emotional learning into the youth programming, regardless of whether it is a PenMet staff-led camp or provided through a contractor. Key program elements include creating welcoming environments, reinforcing positive behaviors, clearly naming expectations, and offering physical and mental wellness opportunities. In unincorporated Gig Harbor, we are lucky to have all of our facilities and programs in a park or nature-like environment. We use this setting to our advantage and plan for at least 40% of the program time to be outdoors and about 30 of our camps are scheduled to be 100% outdoors. If awarded SEEK funding, PenMet Parks would provide a camp for youth with disabilities for the first time. We currently serve adults with disabilities but understand there is a need for camps specifically with disabilities. We have been unable to offer a program like this in the past due to lack of staff and funding. We intend to partner with a highly trained service provider to operate three weeks of this camp. By providing camps of all shapes and sizes, we give families flexibility and options to select the camp that best fits their needs. The majority of our camps are half-day camps, either 9am-noon or 1pm-4pm, but we do offer a few all-day camps, giving working parents an option for childcare. One of the largest identified barriers for our community to participate in our summer programs is financial. We have a four-part plan to remove this barrier for participants. First, we would use SEEK funding to increase scholarship funding per child. PenMet's current scholarship program awards a maximum of \$200 per child in scholarship funding per year if they qualify for free or reduced lunch at school. Those qualifying for reduced lunch get 50% off recreation programming, and those with free lunch get 75% off programming, until the \$200 limit of funding is reached. Summer camps can range from \$79 all the way up to \$200 per week, so the existing limit of scholarship funding only allows for each child to attend two to three weeks of camp. With SEEK funding, we intend to remove the scholarship funding limit altogether during the summer, allowing families that need our programs the most the ability to pay for more than one program. Second, most of PenMet Parks camps fill to capacity and have waiting lists within the first few months of registration opening (usually in March). According to the school district, 15% of students in elementary schools around PenMet Parks are considered low income. For the first time, we plan to reserve 15% of spots in every camp for those using financial aid. This equates to about 283 children and an estimated \$23,000 in scholarships awarded for summer programs. This will reduce the registration barrier and give low-income families the financial ability and time to register for camps. This will take significant partnership with the school district to reach students

to let them know about our expanded financial aid program. Lastly, there is a segment of participants who do not qualify for free or reduced lunch, but do not have the financial resources to register for more than one summer activity. We will be creating a special circumstance application and administrative process for reviewing these applications to give community members an opportunity to explain their current financial situation and receive financial aid. PenMet Parks is also planning several free events specifically for families and youth in our community. One of our annual events is called Family Fun Fest, a traditional-style event which features bouncy houses, games, activities, entertainment, and hands-on learning. If awarded funding from the SEEK program, PenMet Parks will offer a brand-new program called Music and Motivation. This three-part concert/educational series will be an opportunity to combine music, art, education, and motivation in a setting which brings the community together. Targeted for ages 5-18, the Music and Motivation series will feature live entertainment from local Middle/High school bands, local musicians, and engaging educational speakers.

Attachment B

Budget & Project Costs Worksheet

Budget (as presented in the SEEK application Project Costs Worksheet)

Project: PenMet Parks Youth Programs & Camps 2022

Project Costs	Summer 2022
Staff	\$80446.29
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) (<i>must be directly related to program being offered</i>)	\$25150
Scholarships or subsidies	\$22985.63
Transportation	\$
Facilities	\$4000
Professional Services (please be specific on type of service)	\$188562.52
Fees (such as entrance fees for field trips)	\$
**Meals	\$5000
Other (please specify)	\$326144.43
TOTAL	\$

Attachment C

Subcontractor Reporting Requirements

Reports must contain the following information:

- Describe the K-12-aged (4 to 21) youth who participated through this program including disaggregated data about student age range, gender, race/ethnicity, FRPL status, and other student information.
- Describe the type of program funded and the geographic area served.
- Explain how the program targeted youth populations were recruited to participate.
- Explain how these funds were used to create more access to underserved and/or economically disadvantaged youth.
- What disproportionately impacted communities did the summer recreation program serve?
- Discuss program successes and challenges.

Attachment D

Subcontractor Agent(s)

List any Subcontractor Agent(s) that will provide director supervision of youth in a program funded through SEEK.

Name of Agent	Address

Attachment E**Proclamation 21-14 COVID-19 Vaccination Certification**

To reduce the spread of COVID-19, Washington state Governor Jay Inslee, pursuant to emergency powers authorized in RCW 43.06.220, issued [Proclamation 21-14 – COVID-19 Vaccination Requirement \(dated August 9, 2021\)](#), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement \(dated August 20, 2021\)](#) and as amended by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement \(dated September 27, 2021\)](#), and as may be amended thereafter. The Proclamation requires contractors who have goods, services, or public works contracts with a Washington state agency to ensure that their personnel (including subcontractors and agents) who perform contract activities on-site comply with the COVID-19 vaccination requirements, unless exempted as prescribed by the Proclamation. AWC is under contract with OSPI and as such is required to meet these requirements and ensure that any subcontractors also comply.

By entering into this agreement, the Subcontractor agrees to comply as follows:

1. Has reviewed and understands Subcontractor's obligations as set forth in Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021), as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021), and as amended by Proclamation 21-14.2 – COVID-19 Vaccination Requirement (dated September 27, 2021);
2. Has developed a COVID-19 Vaccination Verification Plan for Subcontractor's personnel (including agents) that complies with the above-referenced Proclamation;
3. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
4. Complies with the requirements for granting disability and religious accommodations for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
5. Has operational procedures in place to ensure that any contract activities that occur in person and on-site at OSPI premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Subcontractor personnel (including agents) will be performed by personnel who are fully vaccinated or properly exempted as required by the above-referenced Proclamation;
6. Has operational procedures in place to enable Subcontractor personnel (including agents) who perform contract activities on-site and at OSPI premises to provide compliance documentation that such personnel are in compliance with the above referenced Proclamation;
7. Will provide to OSPI or AWC, upon request, Subcontractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.



Peninsula Metropolitan Park District

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

DISTRICT COMMISSION MEMO

To: Board of Park Commissioners

Through: Ally Bujacich, Executive Director

From: Sherman Enstrom, Director of Finance and Administration

Date: April 19, 2022

Subject: **P2022-007 Authorizing the Executive Director to Sign the First Amendment to the Professional Services Agreement with Teresa D Johnson CPA**

Background/Analysis

PenMet Parks entered into a professional services agreement with Teresa D Johnson CPA in January 2022 to provide accounting services to prepare the annual financial statements of the District for 2021, provide technical assistance for accounting software, analyze the chart of accounts, assist with defining the purpose and policies for each fund, and analyze internal controls. The amount of the agreement was not to exceed \$20,000.

To ensure accurate accounting and reporting, the District requested the consultant reconcile financial transactions made between October 2020 and February 28, 2022, which was not in the original scope of work, but the contract language allowed for other technical accounting assistance.

An amendment to the agreement is required to expand the scope of work to include providing Springbrook training to the end-users, reviewing the 2021 financial submission to ensure the District is in compliance before the SAO audit starts, analyzing and correcting fund transfers discovered during the annual audit, reconciling transfers between the general fund and other funds, providing other tasks as assigned.

The first Amendment increases the total amount of the agreement by \$20,000 to \$40,000, plus applicable Washington State Sales Tax. The total amended contract amount is within the funding allocated for financial professional services in the adopted 2022 budget.

Policy Implications/Support

1. The Board passed Resolution R2021-016 adopting the June 19, 2021 Board Retreat outcomes, including the goal to implement effective administrative and operational procedures.
2. The Board passed Resolution R2021-028 adopting the 2022 operating budget, including funding appropriated for financial professional services.

Staff Recommendation

Staff recommends the Board pass Resolution P2022-007, authorizing the Executive Director to sign the First Amendment to the Professional Services Agreement Teresa D Johnson CPA to provide professional accounting services in substantially the form attached.

Committee Recommendation

This action was reviewed by the Finance and Administration Committee at its March 29, 2022 meeting with a recommendation to bring this action to the full Board for its approval.

Staff Contact

If you have any questions or comments, please contact Sherman Enstrom at (253) 313-5087 or via email at senstrom@penmetparks.org.

Attachments

Exhibit A: Resolution P2022-007

EXHIBIT A
Amended Scope of Services

Consulting Services

The Consultant will provide specialized technical assistance to the District as requested. This may relate to answering technical accounting questions, aiding with internal controls, or other matters as assigned. The Consultant services will include, but are not limited to, the following:

1. Continue to provide Springbrook training to the end-users.
2. Provide a review of the 2021 financial submission to ensure District is in SAO compliance before the SAO audit starts.
3. Analyze and correct fund transfers discovered during the annual audit. Reconcile transfers between the general fund and other funds.
4. Provide system conversion assistance if needed.
5. Support the finance department in switching accounts payable to ACH payments.
6. Communication regarding streamlining the chart of accounts.
7. Analyzing internal controls surrounding the following systems and offering suggestions regarding improvements, if necessary:
 - a. Receipts.
 - b. Expenditures/disbursements.
 - c. Purchasing.
 - d. 2022 grant and donation tracking.



Peninsula Metropolitan Park District

RESOLUTION NO. P2022-007

AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH TERESA D JOHNSON CPA

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 executed a Professional Services Agreement with Teresa D Johnson CPA ("Consultant") on January 27, 2022 to provide professional accounting services; and

WHEREAS, the January 27, 2022 agreement was in the amount of TWENTY THOUSAND DOLLARS (\$20,000.00) as authorized under Section 13.3(A) of Policy P40-102: Purchasing Policy; and

WHEREAS, PenMet Parks and the Consultant wish to expand the scope of professional accounting services to include additional work and, and thereby increase the amount of total compensation which requires authorization by the Board of Parks Commissioners under Section 13.3(B); and

WHEREAS, staff negotiated with the Consultant to develop the attached agreement to amend the scope of work and increase the compensation available by TWENTY THOUSAND DOLLARS (\$20,000.00) so that the total compensation will not exceed FORTY THOUSAND DOLLARS (\$40,000.00).

NOW THEREFORE BE IT

RESOLVED, by the Board of Park Commissioners that the Executive Director be authorized to sign the First Amendment to the Agreement with Teresa D Johnson CPA to provide additional professional accounting services to PenMet Parks and to increase the compensation available by TWENTY THOUSAND DOLLARS (\$20,000.00), plus applicable WSST, so that the total compensation will not exceed FORTY THOUSAND DOLLARS (\$40,000.00), plus applicable WSST, in substantially the form attached as Exhibit A.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on April 19, 2022.

Amanda Babich, Board President

Steve Nixon, Board Clerk

Attest: Ally Bujacich

Peninsula Metropolitan Park District



FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT to the PROFESSIONAL SERVICES AGREEMENT is made and entered into this 19th day of April 2022 by and between The PENINSULA METROPOLITAN PARK DISTRICT, a municipal corporation, hereinafter referred to as the "District", and Teresa D Johnson CPA, whose address is 6012 NW 169th Street, Ridgefield, Washington 98642, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the District and Consultant entered into a Professional Services Agreement dated January 27, 2022 (the "Agreement");

WHEREAS, the District and Consultant wish to add to the scope of services and increase the amount of total compensation available as provided herein;

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

1. Scope of Services. The Consultant agrees to provide the scope of services as amended in Exhibit A of this First Amendment. The parties acknowledge that the Consultant has been providing services since January 27, 2022, and that many of the services are on-going service or have been completed. This First Amendment is intended to provide for Consultant's continued primary and additional services.
2. Compensation and Method of Payment.
 - A. In consideration of the services to be provided by the Consultant, including the additional services, the District hereby increases the compensation available by Twenty Thousand Dollars and Zero Cents (\$20,000.00) so that the total compensation for the amended scope of work will not exceed Forty Thousand Dollars and Zero Cents (\$40,000.00), inclusive of applicable WSST.
3. Entire Agreement. Except as amended herein, all the other terms in the Agreement remain in full force and effect.

Signature Page and Amended Exhibit A Follows

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

PENINSULA METROPOLITAN PARK DISTRICT, a municipal corporation

CONSULTANT:

Ally Bujacich, Executive Director
PO Box 425
Gig Harbor, WA 98335
Phone: 253-858-3408
Email: abujacich@penmetparks.org

Teresa D Johnson CPA,
6012 NW 169th Street
Ridgefield, Washington 98642
Phone: 360.904.0972
E-M: teresa@tdjcpa.com

Fed Tax No.: _____

L & I Acct. No.: _____

UBI No.: _____

EXHIBIT A
Amended Scope of Services

Consulting Services

The Consultant will provide specialized technical assistance to the District as requested. This may relate to answering technical accounting questions, aiding with internal controls, or other matters as assigned. The Consultant services will include, but are not limited to, the following:

1. Continue to provide Springbrook training to the end-users.
2. Provide a review of the 2021 financial submission to ensure District is in SAO compliance before the SAO audit starts.
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