#### **Board Meeting Agenda**

September 15, 2021, 6:30 PM

#### \*\*\* VIRTUAL MEETING \*\*\*

<u>Public Notice:</u> Pursuant to Governor Inslee's Stay Home, Stay Healthy Proclamation 20-25 and in effort to curtail the spread of the COVID-19 virus, this Board Meeting will be conducted remotely. Members of the public are encouraged to attend and participate in the meeting remotely, as described in more detail below.

#### **To attend the Board Meeting:**

- (1) Online at <a href="https://us02web.zoom.us/j/89479900325">https://us02web.zoom.us/j/89479900325</a>
- (2) By Telephone: 1 253-215-8782, Meeting ID 894 7990 0325

#### **To provide Public Comment:**

Submit your written Public Comment before 3:00PM (day of meeting), to the Clerk of the Board at <u>barbara.glass@bothellwa.gov</u>.

- 1. Call to Order 6:30 PM
- 2. Public Comment Read Public Comments submitted. Allow up to 3 minutes per comment.
- 3. Consent Agenda
  - A. Minutes from August 18, 2021
  - B. Review and approve vouchers signed by the Auditing Officer for invoices received from August 19, 2021 September 8, 2021 in the amount of \$12,599.18
- 4. Reports
  - A. Northshore Senior Center Brief, Brooke Knight NSSC
  - B. NPRSA Capital Repairs Update, Christine Disnute
- 5. Discussion Items
  - A. Consideration of Minute Order # MO-21-12, Receiving the Q2 2021 Financial Report
  - B. Consideration of Minute Order # MO-21-13, Approving the Tenant Agreement
- 6. Future Meetings
- 7. Adjourn

PRELIMINARY AGENDA: The preceding is a preliminary agenda of the Northshore Park and Recreation Service Area Board. Other items may be added and action taken on matters which do not appear above. For additional information, please contact: Robin Schaefer at robin.schaefer@bothellwa.gov.



### NPRSA Board Agenda Bill

Consent Item # 3A

TO: Chair Agnew and Members of the NPRSA Board

FROM: Becky Range, Executive Director

Barbara Glass, NPRSA Board Clerk

**DATE:** September 15, 2021

**SUBJECT:** Minutes from August 18, 2021

ITEM This item asks the Board to approve minutes from the NPRSA Board meeting held

**CONSIDERATION:** on August 18, 2021.

**FISCAL** This item does not have any direct fiscal impact.

**IMPACTS:** 

**ATTACHMENTS:** Att-1. Minutes from August 18, 2021

**RECOMMENDED** Move to approve the NPRSA Board Minutes from August 18, 2021.

**ACTION:** 

#### **Board Meeting Agenda**

August 18, 2021, 6:30 PM

#### \*\*\* VIRTUAL MEETING \*\*\*

#### 1. Call to Order – 6:30 PM

Board Chair Tom Agnew called the virtual meeting to order at 6:54 PM. The meeting start was delayed due to lack of quorum.

#### Present

NPRSA Board Chair Tom Agnew NPRSA Board Vice-Chair Rachel Best-Campbell NPRSA Board Members Kathy Lambert and Joe Marshall

Becky Range, Interim Assistant City Manager, City of Bothell
Christine Disnute, NPRSA Program Manager, City of Bothell
Barbara Glass, Board Clerk, City of Bothell
Brooke Knight, Northshore Senior Center Executive Director
Zorna Kimball, Northshore Senior Center Operations
Corey Lowell, Northshore Senior Center Operations
John Dolin, Northshore Senior Center Board President
Suzanne Greathouse, Northshore Senior Center Board Vice-President

#### Absent

NPRSA Board Members Rod Dembowski and Jared Mean NPRSA Alternate Board Member Rosemary McAuliffe

#### 2. Public Comment

Board Clerk Barbara Glass reported that she had not received any public comment by the deadline for the meeting. She invited those in attendance to raise their hands if they wished to speak. There were no requests.

3. Introduction of new NPRSA Manager, Christine Disnute

Becky Range introduced Christine Disnute as the new NPRSA Program Manager.

#### 4. Consent Agenda

- A. Minutes from June 16, 2021
- B. Review and approve vouchers signed by the Auditing Officer for invoices received from June 9, 2021 August 11, 2021 in the amount of \$63,918.71

Kathy Lambert moved approval of the Consent Agenda. Joe Marshall second. The motion passed 4-0 with Rod Dembowski, Jared Mead, and Rosemary McAuliffe absent.

#### 5. Reports

A. Executive Director's Brief, Becky Range

Becky Range updated the Board on the progress of administrative and capital repair projects, including the new tenant agreement, repairs to the crawl space and grease trap interceptor at the Health and Wellness Center, repairs to the pedestrian bridge, roof repairs to both facilities, and the facilities modification request process. She entertained comments and questions. No action was taken.

B. Northshore Senior Center Brief, Brooke Knight NSSC

Brooke Knight updated the Board on the Center's reopening and program adjustments, preparations to reopen the coffee bar, and current and future facility upgrades and maintenance work. She entertained comments and questions. No action was taken.

#### 6. Future Meetings

Upcoming meetings will be October 20, November 17, and December 15, 2021.

7. Adjourn

Chair Tom Agenw adjourned the meeting at 7:38 PM.



### NPRSA Board Agenda Bill

Consent Item # 3B

TO: Chair Agnew and Members of the NPRSA Board

FROM: Becky Range, Executive Director

Christine Disnute, Levy Program Manager

**DATE:** September 15, 2021

SUBJECT: Vouchers from August 19, 2021 – September 8, 2021 in the amount of

\$12,599.18

ITEM | This item asks the Board to approve vouchers for expenses invoiced between

**CONSIDERATION:** August 19, 2021 and September 8, 2021 in the amount of \$12,599.18.

**FISCAL** These items are budgeted in the 2021 adopted budget.

**IMPACTS:** 

**ATTACHMENTS:** Att-1. Voucher Packet

**RECOMMENDED** Move to approve vouchers for expenses invoiced between August 19, 2021 and

**ACTION:** September 8, 2021 in the amount of \$12,599.18.



## **Special District Voucher Approval Document**

Scheduled Payment Date: 09/03/2021

Total Amount: \$12,599.18

Control Total: 8

Payment Method: WARRANT

Email: SpecialDist.AP@kingcounty.gov

Fax: (206) 263-3767

**District Name:** Northshore Parks and Recreation Service Area **File Name:** AP\_NOSHRPRK\_APSUPINV\_20210901104924.csv

Batch Processed By:

Date Processed:

Fund #: 251010010

CONTACT INFORMATION			
Preparer's Name:		Email Address: <u>barbara.glass@bothellwa.gov</u>	
PAYMENT CERTIFICATION			RCW (42.24.080)
	or partial fulfillment of a contractual obligation, and $\hat{\boldsymbol{\theta}}$ aim(s).	vices rendered, the labor performed as described, or that any advance payor that the claim(s) is(are) just, due and unpaid obligation against the above-n	
Becky Range	Sep 1, 2021		
Authorized District Signature	Date	Authorized District Signature	Date
Authorized District Signature	Date	Authorized District Signature	Date
Authorized District Signature	Date	Authorized District Signature	Date
CURALT CIONER ROCUMENT TO		·····	
SUBMIT SIGNED DOCUMENT TO:		KING COUNTY FINANCE USE ONL	LY:

King County Accounts Payable

401 5th Avenue, Room 323

Attn: Special Districts

Seattle, WA 98104

# King County

## **Special District Voucher Approval Document**

District Name: Northshore Parks and Recreation Service Area

File Name: AP\_NOSHRPRK\_APSUPINV\_20210901104924.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
CORNERSTONE ARCHITECTURAL GROUP			232102-4	08/31/2021	\$900.00	PEDESTRIAN BRIDGE INVESTIGATION AND REPAIR
CORNERSTONE ARCHITECTURAL GROUP			232103-4	08/31/2021	\$7,368.22	NSC HVAC AND ROOF REPLACEMENT
CORNERSTONE ARCHITECTURAL GROUP			232104-3	08/31/2021	\$462.50	HWC CRAWL SPACE VENTILATION
CORNERSTONE ARCHITECTURAL GROUP			232105-3	08/31/2021	\$325.00	NSC BUILDING ENVELOPE REPAIRS
CORNERSTONE ARCHITECTURAL GROUP			232106-3	08/31/2021	\$1,137.50	HWC ROOF REPAIRS
CORNERSTONE ARCHITECTURAL GROUP			232107-2	08/31/2021	\$360.00	HWC GREASE TRAP INTERCEPTOR REPLACEMENT
CORNERSTONE ARCHITECTURAL GROUP			232108-2	08/31/2021	\$360.00	HWC BIOSWALE INVESTIGATION REPORT
JOHNSON CONTROLS			00044622473	07/30/2021	\$1,685.96	HVAC REPAIRS



## **INVOICE**

#### Northshore Parks & Recreation Service Area

18415 101st Ave NE Bothell WA 98011

Attn: Christine Disnute

Emailed to: Christine.Disnute@bothellwa.gov; barbara.glass@bothellwa.gov

August 31, 2021 Invoice No. 232102-4

For services rendered through August 15, 2021

Payment Due Upon Receipt Project No. 232102

#### NPRSA #01 Pedestrian Bridge Investigation & Repair

					EVIOUSLY		
SCOPE	RATE	HOURS	EXTENSION	IN	IVOICED	THIS	INVOICE
Part 1a Investigation Report							
Architectural - Principal	\$230	2	\$ 460.00	2	\$ 460.00		\$ -
Architectural - Project Manager	\$180	8	\$ 1,440.00	8	\$ 1,440.00		\$ -
Structural - Principal	\$245	2	\$ 490.00	2	\$ 490.00		\$ -
Structural - Engineer	\$150	8	\$ 1,200.00	8	\$ 1,200.00		\$ -
Structual Markup 10%			\$ 169.00		\$ 169.00		\$ -
Environmental - additional services for Asbestos/Lead Testing							\$ -
Environmental Markup 10%							\$ -
Part 2a Construction Documents							
Architectural - Principal	\$230	2	\$ 460.00	2	\$ 460.00		\$ -
Architectural - Project Manager	\$180	8	\$ 1,440.00	8	\$ 1,440.00		\$ -
Architectural CADD Technical Support	\$100	8	\$ 800.00	20	\$ 2,000.00		\$ -
Structural - Principal	\$245	2	\$ 490.00		\$ -		\$ -
Structural - Engineer	\$150	4	\$ 600.00		\$ -		\$ -
Structural - CADD Drafter	\$110	20	\$ 2,200.00		\$ -		\$ -
Structual Markup 10%			\$ 329.00				\$ -

continued on the next page ....

## NPRSA #01 Pedestrian Bridge Investigation & Repair

SCOPE	RATE	HOURS	EXT	ENSION	PREVIOUSLY INVOICED			THIS	S INV	OICE
Part 2b Bidding										
Architectural - Project Manager	\$180	8	\$	1,440.00	3	\$	540.00	5	\$	900.00
Structural - Engineer	\$150	4	\$	600.00		\$	-		\$	-
Structual Markup 10%			\$	60.00					\$	-
Civil - Principal/Sr Project Manager	\$225	16	\$	3,600.00		\$	-		\$	-
Civil Markup 10%			\$	360.00					\$	-
Part 2c Construction Administration (CA)	& Closeout									
Project Manager	\$180	40	\$	7,200.00		\$	-		\$	-
Structural - Principal	\$245	2	\$	490.00		\$	-		\$	-
Structural - Engineer	\$150	40	\$	6,000.00		\$	-		\$	-
Structual Markup 10%			\$	649.00					\$	-
Part 3 Hazardous Material Testing (addition	onal scope)									
Architectural - Project Manager	\$180				2	\$	360.00		\$	-
Architectural CADD Technical Support	\$100				2	\$	200.00		\$	-
Environmental - Engineer (additional scope)						\$	899.25		\$	-
Environmental - markup 10%				_		\$	89.93		\$	-
		TOTAL	\$	30,477.00		\$	9,748.18		\$	900.00

Reviewed by:

8/31/2021

Andre Coppin Cornerstone Architectural Group AC:bc





## **INVOICE**

#### Northshore Parks & Recreation Service Area

18415 101st Ave NE Bothell WA 98011

Attn: Christine Disnute

Emailed to: christine.disnute@bothellwa.gov; barbara.glass@bothellwa.gov

August 31, 2021 Invoice No. 232103-4 For additional services rendered through August 15, 2021

Payment Due Upon Receipt Project No. 232103

#### NPRSA #02 NSC HVAC & Roof Replacement

SCOPE	RATE	HOURS	EXTE	NSION	PREVIOUSLY INVOICED		THI	S IN\	/OICE	
Task 1 70% CD										
Architectural - Building Envelope Consultant	\$200	20	\$	4,000.00	14	\$	2,800.00	3	\$	600.00
Architectural - Project Manager	\$180	40	\$	7,200.00	8	\$	1,440.00		\$	-
Architectural - Building Envelope Technologist	\$125	20	\$	2,500.00	12	\$	1,500.00		\$	-
Architectural - CADD Technical Support	\$100	60	\$	6,000.00	25	\$	2,500.00	11	\$	1,100.00
Structural - Principal	\$245	2	\$	490.00	2	\$	490.00		\$	-
Structural - Engineer	\$150	16	\$	2,400.00	4	\$	600.00		\$	-
Structual Markup 10%			\$	289.00		\$	109.00		\$	-
Environmental - Principal	\$185	4	\$	740.00	2	\$	370.00		\$	-
Environmental - Architect/Engineer	\$160	12	\$	1,920.00	9	\$	1,440.00		\$	-
Environmental Markup 10%			\$	266.00		\$	181.00		\$	-
Mechanical/Electrical - Associate Principal	\$175	16	\$	2,800.00		\$	-	4.6	\$	805.00
Mechanical/Electrical - Senior Engineer	\$150	80	\$	12,000.00		\$	-	25	\$	3,750.00
Mechanical/Electrical - CADD Technician	\$85	100	\$	8,500.00		\$	-		\$	-
Mechanical/Electrical - Admin	\$55	8	\$	440.00		\$	-	2	\$	110.00
Mechanical/Electrical Markup 10%			\$	2,374.00					\$	466.50
Task 2 Bidding										
Architectural - Building Envelope Consultant	\$200	8	\$	1,600.00		\$	-		\$	-
Mechanical/Electrical - Senior Engineer	\$150	4	\$	600.00		\$	-		\$	-
Structual Markup 10%			\$	60.00					\$	-
							con	tinued on t	he ne	ext page

### NPRSA #02 NSC HVAC & Roof Replacement

SCOPE	RATE	HOURS	EXTENSION	PREVIOUSLY INVOICED	THIS INVOICE
Task 3 CA					
Architectural - Building Envelope Consultant	\$200	40	\$ 8,000.00	\$ -	\$ -
Architectural - Building Envelope Technologist	\$125	120	\$ 15,000.00	\$ -	\$ -
Structural - Principal	\$245	2	\$ 490.00	\$ -	\$ -
Structural - Engineer	\$150	16	\$ 2,400.00	\$ -	\$ -
Structual Markup 10%			\$ 289.00		\$ -
Mechanical/Electrical - Associate Principal	\$175	4	\$ 700.00	\$ -	\$ -
Mechanical/Electrical - Senior Engineer	\$150	40	\$ 6,000.00	\$ -	\$ -
Structual Markup 10%			\$ 670.00		\$ -
Task 4 Hazardous Material Testing					
Architectural - Building Envelope Consultant	\$200			\$ -	\$ -
Architectural - Building Envelope Technologist	\$125			\$ -	\$ -
Environmental - additional services for Asbestos/	Lead Testing				\$ 487.93
Environmental Markup 10%					\$ 48.79
		TOTAL	\$ 87,728.00	\$ 11,430.00	\$ 7,368.22

Reviewed by:

8/31/2021

Andre Coppin Cornerstone Architectural Group AC:bc



## **INVOICE**

#### Northshore Parks & Recreation Service Area

18415 101st Ave NE Bothell WA 98011

Attn: Christine Disnute

Emailed to: christine.disnute@bothellwa.gov; barbara.glass@bothellwa.gov

August 31, 2021 Invoice No. 232104-3

For services rendered through the fifteenth of this month.

Payment Due Upon Receipt Project No. 232104

#### NPRSA #03 HWC Crawl Space Ventilation

	SCOPE	RATE	HOURS	EX	TENSION	PREVIOUSLY INVOICED		THIS INVOICE		/OICE	
Tas	k 1 70% CD										
	Architectural - Building Envelope Consultant	\$200	8	\$	1,600.00	9	\$	1,800.00	0.5	\$	100.00
	Architectural - Project Manager	\$180	2	\$	360.00	4	\$	720.00		\$	-
	Architectural - Building Envelope Technologist	\$125	8	\$	1,000.00	0.5	\$	62.50	2.5	\$	312.50
	Architectural - CADD Technical Support	\$100	8	\$	800.00	2.5	\$	250.00	0.5	\$	50.00
Tas	k 2 Permit										
	Architectural - Project Manager	\$180	4	\$	720.00		\$	-		\$	•
Tas	k 3 CA										
	Architectural - Project Manager	\$180	8	\$	1,440.00		\$	-		\$	
			TOTAL	\$	5,920.00		\$	2,832.50		\$	462.50

Reviewed by:

Andre Coppin
Cornerstone Architectural Group

MS -

AC:bc

8/31/2021



## **INVOICE**

#### Northshore Parks & Recreation Service Area

18415 101st Ave NE Bothell WA 98011

Attn: Christine Disnute

Emailed to: christine.disnute@bothellwa.gov; barbara.glass@bothellwa.gov

August 31, 2021 Invoice No. 232105-3

For services rendered through the fifteenth of this month.

Payment Due Upon Receipt Project No. 232105

#### NPRSA #04 NSC Building Envelope Repairs

SCOPE	RATE HOURS EXTENSION INVOICED				THIS	S INVOICE			
Task 1 70% CD									
Architectural - Principal	\$230	4	\$ 920.00	1.5	\$	345.00		\$	-
Architectural - Building Envelope Consultant	\$200	40	\$ 8,000.00	13.5	\$	2,700.00	1	\$	200.00
Architectural - Building Envelope Technologist	\$125	60	\$ 7,500.00	22.5	\$	2,812.50	1	\$	125.00
Architectural - CADD Technical Support	\$100	80	\$ 8,000.00	108	\$	10,800.00		\$	-
Structural - Senior Engineer	\$175	8	\$ 1,400.00		\$	-		\$	-
Structual Markup 10%			\$ 140.00					\$	-
Task 2 Bidding									
Architectural - Building Envelope Consultant	\$200	8	\$ 1,600.00		\$	-		\$	-
Task 3 CA									
Architectural - Building Envelope Consultant	\$200	20	\$ 4,000.00		\$	-		\$	-
Architectural - Building Envelope Technologist	\$125	40	\$ 5,000.00		\$	-		\$	-
Structural - Senior Engineer	\$175	8	\$ 1,400.00		\$	-		\$	-
Structual Markup 10%			\$ 140.00					\$	-
		TOTAL	\$ 38,100.00		\$	16,657.50		\$	325.00

Reviewed by:

8/31/2021

Andre Coppin Cornerstone Architectural Group AC:bc



## **INVOICE**

#### Northshore Parks & Recreation Service Area

18415 101st Ave NE Bothell WA 98011

Attn: Christine Disnute

Emailed to: christine.disnute@bothellwa.gov; barbara.glass@bothellwa.gov

8/31/2021

August 31, 2021 Invoice No. 232106-3

For services rendered through the fifteenth of this month.

Payment Due Upon Receipt Project No. 232106

#### NPRSA #05 HWC Roof Repairs

						PREVIOUSLY		USLY			
	SCOPE	RATE	HOURS	EX	TENSION	INVOICED		CED	THIS INVOI		/OICE
Tas	k 1 Investigation										
	Architectural - Building Envelope Consultant	\$200	12	\$	2,400.00	4	\$	800.00		\$	•
	Architectural - Building Envelope Technologist	\$125	8	\$	1,000.00	5	\$	625.00		\$	
Tas	k 2 30% CD										
	Architectural - Project Manager	\$180	8	\$	1,440.00	5	\$	900.00	2.5	\$	450.00
	Architectural - Building Envelope Technologist	\$125	16	\$	2,000.00	4	\$	500.00	5.5	\$	687.50
Tas	k 3 CA										
	Architectural - Building Envelope Consultant	\$200	8	\$	1,600.00		\$	-		\$	•
	Architectural - Building Envelope Technologist	\$125	8	\$	1,000.00		\$	-		\$	-
			TOTAL	\$	9,440.00		\$	2,825.00		\$	1,137.50

Reviewed by:

Andre Coppin

Cornerstone Architectural Group

MS -

AC:bc



## **INVOICE**

#### Northshore Parks & Recreation Service Area

18415 101st Ave NE Bothell WA 98011

Attn: Christine Disnute

Emailed to: christine.disnute@bothellwa.gov; barbara.glass@bothellwa.gov

August 31, 2021 Invoice No. 232107-2

For services rendered through the fifteenth of this month.

Payment Due Upon Receipt Project No. 232107

#### NPRSA #06 HWC Grease Trap Interceptor Replacement

SCOPE	RATE	HOURS	EXTENSION		PREVIOUSLY INVOICED			THIS INVOICE		
Task 1 60% CD										
Architectural - Project Manager	\$180	16	\$ 2,8	80.00	2	\$	360.00	2	\$	360.00
Civil - Engineer IX/Project Manager	\$168	16	\$ 2,6	88.00		\$	-		\$	-
Civil - Engineer V	\$125	20	\$ 2,5	00.00		\$	-		\$	-
Civil - Engineering Designer	\$120	20	\$ 2,4	00.00		\$	-		\$	-
Civil Markup 10%			\$ 7	58.80					\$	-
Task 2 Bidding										
Architectural - Project Manager	\$180	2	\$ 3	60.00		\$	-		\$	-
Civil - Engineer IX/Project Manager	\$168	2	\$ 3	36.00		\$	-		\$	-
Civil Markup 10%			\$	33.60					\$	-
Task 3 CA										
Architectural - Project Manager	\$180	20	\$ 3,6	00.00		\$	-		\$	-
Civil - Engineer IX/Project Manager	\$168	32	\$ 5,3	76.00		\$	-		\$	-
Civil Markup 10%			\$ 5	37.60					\$	-
		TOTAL	\$ 21,4	70.00		\$	360.00		\$	360.00

Reviewed by:

8/31/2021

Andre Coppin Cornerstone Architectural Group AC:bc



## **INVOICE**

#### Northshore Parks & Recreation Service Area

18415 101st Ave NE Bothell WA 98011

Attn: Christine Disnute

Emailed to: christine.disnute@bothellwa.gov; barbara.glass@bothellwa.gov

August 31, 2021 Invoice No. 232108-2

For services rendered through the fifteenth of this month.

Payment Due Upon Receipt Project No. 232108

#### NPRSA #07 HWC Bioswale Investigation Report

	SCOPE	RATE	HOURS EXTENSION		TENSION	PREVIOUSLY INVOICED		THIS	S INV	DICE	
Task	c 1 Condition Assessment										
	Architectural - Project Manager	\$180	8	\$	1,440.00	5	\$	900.00	2	\$	360.00
	Civil - Engineer IX/Project Manager	\$168	20	\$	3,360.00		\$	-		\$	-
	Civil - Engineering Designer	\$120	12	\$	1,440.00		\$	-		\$	-
	Civil Markup 10%			\$	480.00					\$	-
			TOTAL	\$	6,720.00		\$	900.00		\$	360.00

Reviewed by:

Andre Coppin

Cornerstone Architectural Group

MC

AC:bc

8/31/2021





TO: Chair Agnew and Members of the NPRSA Board

FROM: Becky Range, Executive Director

Christine Disnute, Program Manager (Presenter)

**DATE:** September 15, 2021

SUBJECT: Consideration of Minute Order # MO-21-12, Receiving the Quarter 2 2021

**Financial Report** 

CONSIDERATION:

**POLICY** This item asks the Board to officially receive the Quarter 2 2021 Financial Report. This report reviews revenues and expenditures from the April 1, 2021 – June 30,

2021 time period.

**HISTORY:** 

#### DATE ACTION

APRIL 18, 2021 NPRSA Board received the Q1 2021 Financial Report

At the April 18 meeting, the Board received the Q1 2021 Financial Report reviewing revenues and expenditures from the January 1, 2021 – March 31, 2021 time period.

**DISCUSSION:** Every month, staff receive general ledger reports from the NPRSA's fiscal agent, King County. Staff reviews the reports, cross-references them with accounts receivable and accounts payable, and updates the NPRSA's own general ledger. The monthly reconciliations aggregate into the attached quarterly report. At the end of the year, the reports support the development of the Annual Financial Statement.

Key highlights from the second Quarter of 2021 include:

#### **Revenues and Transfers**

Property tax - received as expected in the Bond and General Funds.

#### **Expenditures**

Expenditures included roughly \$289,000 for capital repairs to the Northshore Senior Center and Health and Wellness Center.

### **NPRSA Board Agenda Bill**

Item #5A

#### Cash Balances at the end of Quarter 2

- General Fund \$1,715,661.63
- Bond Fund \$316,497.14
- Construction Fund \$0.00

**FISCAL** This item has no direct fiscal impact to the NPRSA.

**IMPACTS:** 

**ATTACHMENTS:** Att-1 Quarter 2 2021 Financial Report

**RECOMMENDED** Move to approve Minute Order # MO-21-07, Receiving the Quarter 2 2021

**ACTION:** Financial Report.



### 2021 Quarter 2 Financial Report

This report reviews budgeted and actual revenues and expenditures for the NPRSA to June 2021.

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Cash F	low	
	General Fund Cash	Page 10
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#### **NPRSA 2021 BUDGET AND ACTUALS**

	GE	NERAL FUND	- F	UND 001		
RESOURCES	2	021 BUDGET		2021 ACTUAL	\$ DIFFERENCE	% OF BUDGET
308 Beginning Balance	\$	320,326	\$	1,130,217	\$ 809,891	353%
REVENUES						
311 Property Taxes	\$	1,520,000	\$	792,733	\$ (727,267)	52%
361 Miscellaneous					\$ -	
337 Intergovernmental	\$	16,000	\$	16,000	\$ -	
3340420 Grant	\$	490,000	\$	-	\$ (490,000)	0%
361 Investment Interest	\$	4,000	\$	5,140	\$ 1,140	128%
397 Transfers In	\$	185	\$	183	\$ (2)	
Total Revenues	\$	2,030,185	\$	814,056	\$ ,	40%
Total Resources & Revenues		2,350,511	\$	1,944,273	\$ (406,236)	83%
EXPENDITURES	2	021 BUDGET		2021 ACTUAL	\$ DIFFERENCE	% OF BUDGET
576.41 Election Costs			\$	-	\$ -	
511 Professional Services	\$	350,000	\$	-	\$ (350,000)	0%
514 State Audit	\$	6,000	\$	-	\$ (6,000)	
515 Legal Fees	\$	10,000	\$	293	\$ (9,708)	3%
519 Insurance	\$	3,300	\$	-	\$ (3,300)	0%
519 Advertising	\$	1,000	\$	56	\$ (944)	6%
576.1 Miscellaneous (website)	\$	1,000	\$	29	\$ (971)	3%
576.6 Capital Outlay	\$	1,650,000	\$	318,285	\$ (1,331,715)	19%
Total Expenditures	\$	2,021,300	\$	318,663	\$ (1,702,637)	16%
RESERVES						
508 Undesignated Reserve	\$	101,509			\$ (101,509)	0%
508 Contingency Reserve	\$	40,604			\$ (40,604)	0%
508 Additional Reserve	\$	20,302			\$ (20,302)	0%
508 Unreserved	\$	168,796	\$	1,625,610	\$ , ,	963%
Ending Balance	\$	329,211	\$	1,625,610	\$ 1,294,399	494%

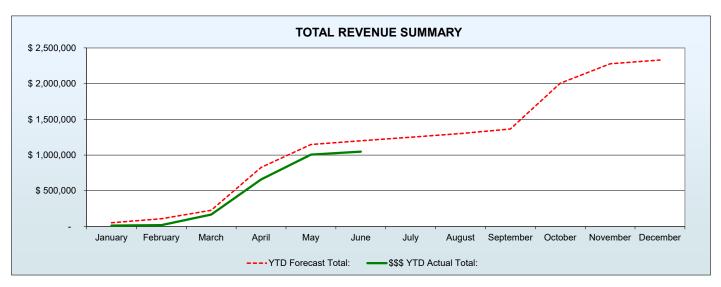
		BOND FUND -	FU	ND 200			
RESOURCES	20	021 BUDGET		2021 ACTUAL	\$[	DIFFERENCE	% OF BUDGET
308 Beginning Balance	\$	152,024	\$	166,348	\$	14,324	109%
REVENUES							
311 Property Taxes	\$	296,400	\$	155,081	\$	(141,319)	52%
361 Investment Interest	\$	3,800	\$	768	\$	(3,032)	20%
397 Transfers In	\$	-			\$	- 1	
Total Revenues	\$	300,200	\$	155,849	\$	(144,351)	52%
Total Resources	\$	452,224	\$	322,197	\$	(130,027)	71%
EXPENDITURES	20	021 BUDGET		2021 ACTUAL	\$ [	DIFFERENCE	% OF BUDGET
591 GO Bonds Principal	\$	285,000	\$	-	\$	(285,000)	0%
592 GO Bonds Interest	\$	11,400	\$	5,700	\$	(5,700)	50%
593 Bond Admin Fees	\$	425	\$	-	\$	(425)	0%
597 Transfers Out			\$	-			
Total Expenditures	\$	296,825	\$	5,700	\$	(291,125)	2%
Ending Balance	\$	155,399	\$	316,497	\$	161,098	204%

C	ONST	RUCTION FL	JNE	) - FUND 301			
RESOURCES	202	1 BUDGET		2021 ACTUAL	\$ D	IFFERENCE	% OF BUDGET
308 Beginning Balance	\$	185	\$	183	\$	(2)	99%
REVENUES							
361 Investment Interest			\$	-	\$	-	
397 Transfers In			\$	-	\$	-	
Total Revenues	\$	-	\$	-	\$	-	
Total Resources	\$	185	\$	183	\$	(2)	99%
EXPENDITURES	202	1 BUDGET		2021 ACTUAL	\$ D	IFFERENCE	% OF BUDGET
597 Transfers Out	\$	185	\$	183	\$	-	-
Total Expenditures	\$	185	\$	183	\$	-	\$ -
Ending Balance		-		(0)		(2)	

#### **TOTAL ANNUAL REVENUE**

REPORT AS OF:

Tuesday, September 7, 2021



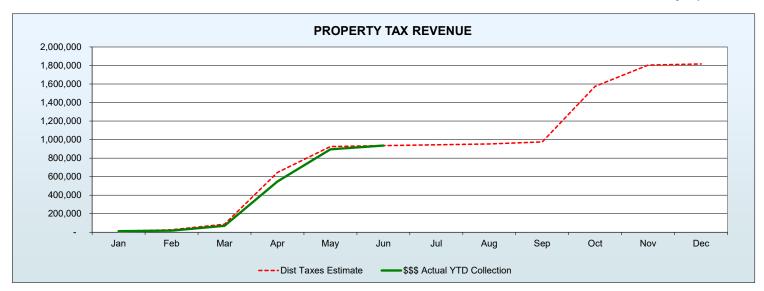
Cumulative Forecast	January	February	March	April	May	June	July	August	September	October	November	December
Property Tax	\$ 11,298	\$ 26,229	\$ 86,406	\$ 645,730	\$ 924,457	\$ 934,901	\$ 943,983	\$ 952,520	\$ 974,862	\$ 1,574,637	\$ 1,804,593	\$ 1,816,400
Intergovernmental	-	-	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000
Miscellaneous	\$ 41,483	\$ 82,967	\$ 124,450	\$ 165,933	\$ 207,417	\$ 248,900	\$ 290,383	\$ 331,867	\$ 373,350	\$ 414,833	\$ 456,317	\$ 497,800
YTD Forecast Total:	\$ 52,781	\$ 109,195	\$ 226,856	\$ 827,664	\$ 1,147,873	\$ 1,199,801	\$ 1,250,366	\$ 1,300,387	\$ 1,364,212	\$ 2,005,470	\$ 2,276,910	\$ 2,330,200

Cumulative Actual	January	February	March	April	May	June	July	August	September	October	November	December
Property Tax	\$ 12,024	\$ 17,501	\$ 69,766	\$ 548,381	\$ 895,244	\$ 935,792						
Intergovernmental	-	-	\$ 4,640	\$ 16,000	\$ 16,000	\$ 16,000						
Miscellaneous	\$ 1,131	\$ 2,261	\$ 93,211	\$ 94,168	\$ 95,068	\$ 96,141						
\$\$\$ YTD Actual Total:	\$ 13,155	\$ 19,761	\$ 167,617	\$ 658,549	\$ 1,006,312	\$ 1,047,933						
Variance:	(39,626)	(89,434)	(59,239)	(169,115)	(141,561)	(151,868)						

#### **PROPERTY TAX REVENUE**

REPORT AS OF:

Tuesday, September 7, 2021



BUDGET \$1,816,400 \*Includes Bond and General Funds

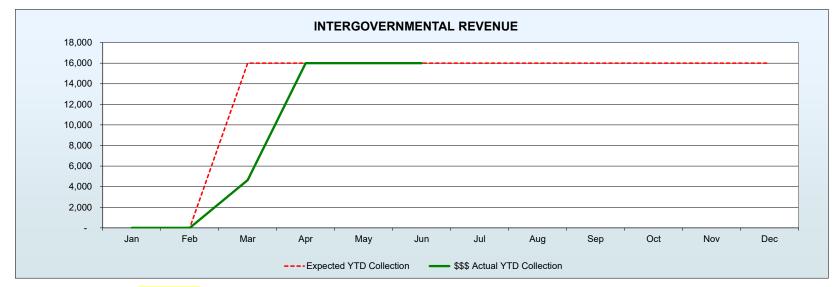
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Collection Pattern	0.622%	0.822%	3.313%	30.793%	15.345%	0.575%	0.500%	0.470%	1.230%	33.020%	12.660%	0.650%
Expected Monthly Collection	11,298	14,931	60,177	559,324	278,727	10,444	9,082	8,537	22,342	599,775	229,956	11,807
Expected YTD Collection	11,298	26,229	86,406	645,730	924,457	934,901	943,983	952,520	974,862	1,574,637	1,804,593	1,816,400

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Actual Month Collection	\$ 12,024	\$ 17,501	\$ 52,265	\$ 478,615	\$ 346,863	\$ 40,549						
\$\$\$ Actual YTD Collection	\$ 12,024	\$ 17,501	\$ 69,766	\$ 548,381	\$ 895,244	\$ 935,792						
YTD Variance	\$ 726	(8,728)	(16,640)	(97,350)	(29,213)	\$ 891						
YTD Variance Ratio: Actual/Budget	106.4%	66.7%	80.7%	84.9%	96.8%	100.1%						

#### INTERGOVERNMENTAL REVENUE

REPORT AS OF:

Tuesday, September 7, 2021



BUDGET \$16,000 \*Includes General Fund

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Collection Pattern	0.000%	0.000%	100.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
Expected Monthly Collection	-	-	16,000	-	-	-	-	-	-	-	-	-
Expected YTD Collection	-	-	16,000	16,000	16,000	16,000	16,000	16,000	16,000	16,000	16,000	16,000

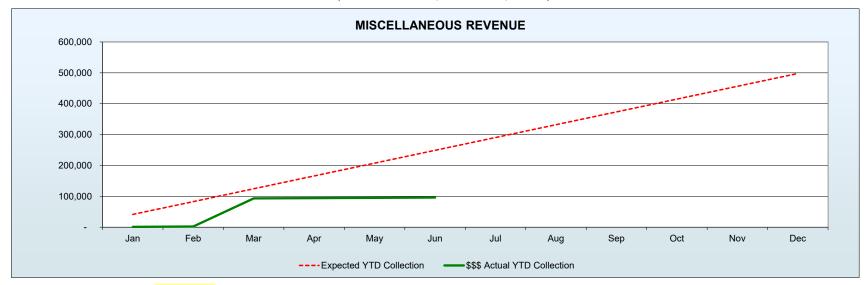
\$\$\$ Actual Month Collection	-	-	4,640	11,360	-	-		
\$\$\$ Actual YTD Collection	-	-	4,640	16,000	16,000	16,000		
YTD Variance	-	-	(11,360)	-	ı	-		
YTD Variance Ratio: Actual/Budget	0.0%	0.0%	29.0%	0.0%	0.0%	0.0%		

#### **MISCELLANEOUS REVENUE**

REPORT AS OF:

Tuesday, September 7, 2021

(Includes Investment Interest, Interfund Transfers, and Grants)

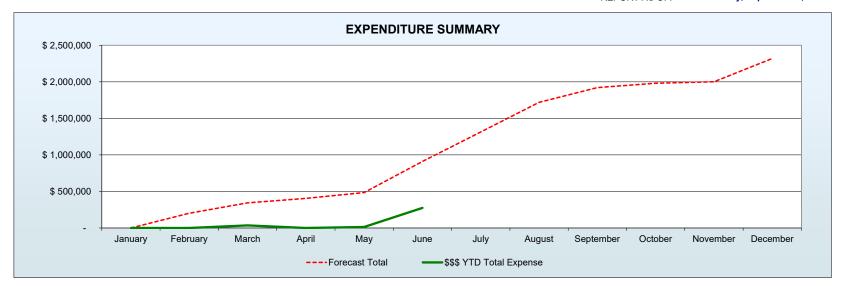


BUDGET \$497,800 \*Includes General, Bond, and Construction Funds

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Collection Pattern	8.333%	8.333%	8.333%	8.333%	8.333%	8.333%	8.333%	8.333%	8.333%	8.333%	8.333%	8.333%
Expected Monthly Collection	41,483	41,483	41,483	41,483	41,483	41,483	41,483	41,483	41,483	41,483	41,483	41,483
Expected YTD Collection	41,483	82,967	124,450	165,933	207,417	248,900	290,383	331,867	373,350	414,833	456,317	497,800
\$\$\$ Actual Month Collection	1,131	1,129	90,951	957	900	1,073						
\$\$\$ Actual Month Collection \$\$\$ Actual YTD Collection	1,131 1,131	1,129 2,261	90,951 93,211	957 94,168	900 95,068	1,073 96,141						

#### **EXPENDITURE SUMMARY**

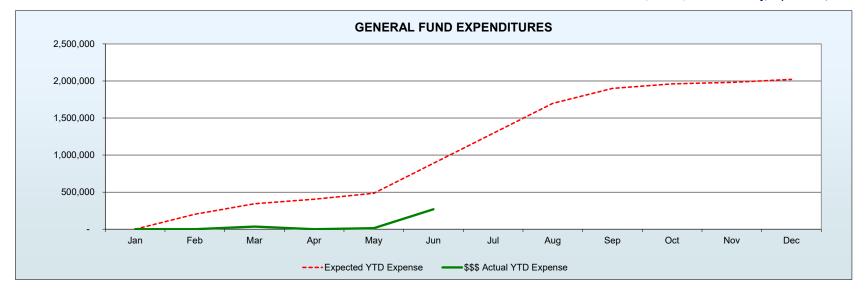
REPORT AS OF: Tuesday, September 7, 2021



Cumulative Forecast	January	February	March	April	May	June	July	August	September	October	November	December
General Fund	\$ -	\$ 202,130	\$ 343,621	\$ 404,260	\$ 485,112	\$ 889,372	\$ 1,293,632	\$ 1,697,892	\$ 1,900,022	\$ 1,960,661	\$ 1,980,874	\$ 2,021,300
Bond Payments	-	-	-	-	-	\$ 20,358	\$ 20,358	\$ 20,358	\$ 20,358	\$ 20,358	\$ 20,358	\$ 297,400
Construction Fund	-	-	•	-	-	-	-	-	-	•	-	-
Forecast Total	-	\$ 202,130	\$ 343,621	\$ 404,260	\$ 485,112	\$ 909,730	\$ 1,313,990	\$ 1,718,250	\$ 1,920,380	\$ 1,981,019	\$ 2,001,232	\$ 2,318,700
Cumulative Actual	January	February	March	April	May	June	July	August	September	October	November	December
General Fund	-	-	\$ 35,440	-	\$ 14,136	\$ 269,088						
Bond Payments	-	-	-	-	-	\$ 5,700						
Construction Fund	-	-	-	-	-	-						
\$\$\$ YTD Total Expense	-	-	\$ 35,440	-	\$ 14,136	\$ 274,788						
YTD Variance		\$ 202.130	\$ 308.182	\$ 404,260	\$ 470.976	\$ 634,943						

#### **GENERAL FUND EXPENDITURES**

REPORT AS OF: Tuesday, September 7, 2021

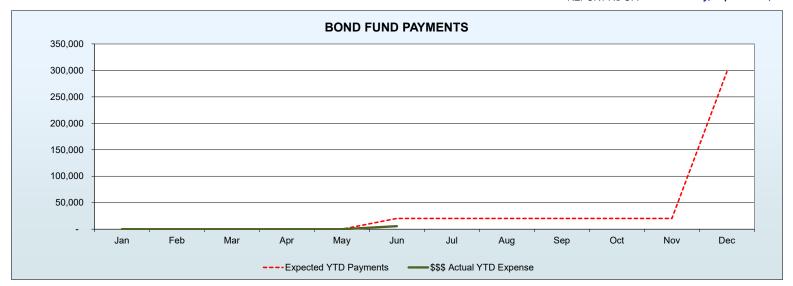


GENERAL FUND BUDGET	\$2,021,300											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	0.00%	10.00%	7.00%	3.00%	4.00%	20.00%	20.00%	20.00%	10.00%	3.00%	1.00%	2.00%
Expected Monthly Expense	-	202,130	141,491	60,639	80,852	404,260	404,260	404,260	202,130	60,639	20,213	40,426
Expected YTD Expense	-	202,130	343,621	404,260	485,112	889,372	1,293,632	1,697,892	1,900,022	1,960,661	1,980,874	2,021,300
Monthly Variance	-	(202,130)	(106,052)	(60,639)	(66,716)	(135,172)						
\$\$\$ Actual Month Expense	-	-	35,440	-	14,136	269,088						
\$\$\$ Actual YTD Expense	-	-	35,440	-	14,136	269,088						
YTD Variance	-	\$ 202,130	\$ 308,182	\$ 404,260	\$ 470,976	\$ 620,284						
YTD Variance Ratio: Actual/Budget	0.0%	0.0%	10.3%	0.0%	2.9%	30.3%						

#### **BOND FUND PAYMENTS**

REPORT AS OF:

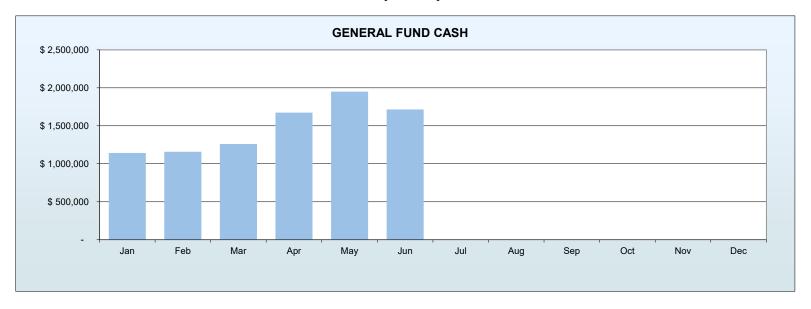
Tuesday, September 7, 2021



BOND FUND BUDGET \$297,400

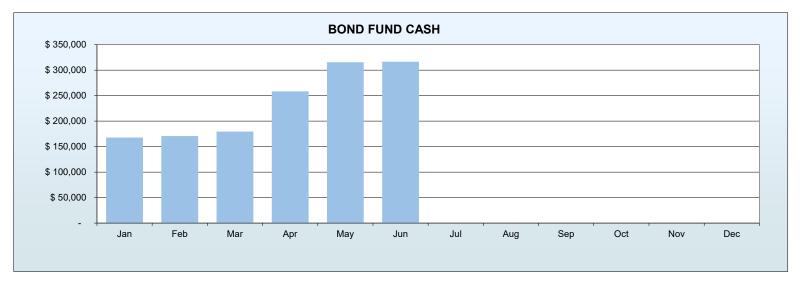
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Expenditure Pattern	0.000%	0.000%	0.000%	0.000%	0.000%	6.845%	0.000%	0.000%	0.000%	0.000%	0.000%	93.155%
Expected Monthly Payment	-	-	-	-	-	20,358	-	-	-	-	-	277,042
Expected YTD Payments	-	-	-	-	-	20,358	20,358	20,358	20,358	20,358	20,358	297,400
Monthly Variance	-	-	-	-	-	(14,658)						
\$\$\$ Actual Month Expense	-	-	-	-	-	5,700						
\$\$\$ Actual YTD Expense	-	-	-	-	-	5,700						
YTD Variance	-	-	-	-	-	\$ 14,658						
YTD Variance Ratio: Actual/Budget	0.0%	0.0%	0.0%	0.0%	0.0%	28.0%						

#### GENERAL FUND CASH Monthly Summary



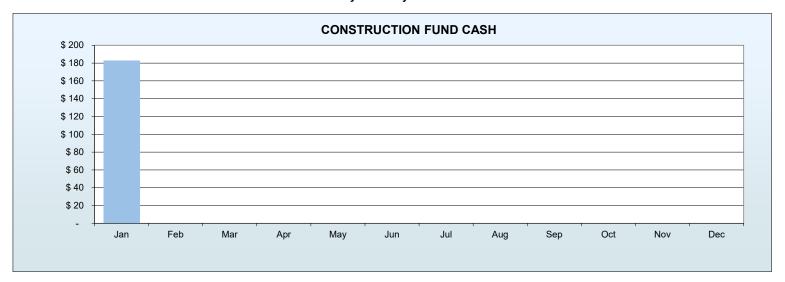
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Beginning Balance	\$ 1,130,217	\$ 1,141,983	\$ 1,157,679	\$ 1,261,359	\$ 1,673,438	\$ 1,949,896						
Revenues	\$ 11,766	\$ 15,696	\$ 139,119	\$ 412,079	\$ 290,593	\$ 34,854						
Expenditures	-	-	\$ 35,440	-	\$ 14,136	\$ 269,088						
Ending Balance	\$ 1,141,983	\$ 1,157,679	\$ 1,261,359	\$ 1,673,438	\$ 1,949,896	\$ 1,715,662						

#### BOND FUND CASH Monthly Summary



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Beginning Balance	\$166,348.23	\$167,736.58	\$170,670.50	\$179,406.63	\$258,259.67	\$315,429.73						
Revenues	\$ 1,388	\$ 2,934	\$ 8,736	\$ 78,853	\$ 57,170	\$ 6,767						
Expenditures	-	-	-	-	-	\$ 5,700						
Ending Balance	\$ 167,737	\$ 170,671	\$ 179,407	\$ 258,260	\$ 315,430	\$ 316,497						

## CONSTRUCTION FUND CASH Monthly Summary



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Beginning Balance	\$ 183	\$ 183	-	-	-	-						
Revenues	\$ 0	-	-	-	-	-						
Expenditures	-	\$ 183	-	-	-	-						
Ending Balance	\$ 183		-	-	-	-						

Bond Amortization Schedule								
	Principal			Interest	Total			
2012	\$	220,000	\$	78,673	\$	298,673		
2013	\$	220,000	\$	75,813	\$	295,813		
2014	\$	225,000	\$	72,787	\$	297,787		
2015	\$	230,000	\$	68,850	\$	298,850		
2016	\$	235,000	\$	59,650	\$	294,650		
2017	\$	245,000	\$	50,250	\$	295,250		
2018	\$	255,000	\$	40,450	\$	295,450		
2019	\$	260,000	\$	32,800	\$	292,800		
2020	\$	275,000	\$	22,400	\$	297,400		
2021	\$	285,000	\$	11,400	\$	296,400		
	\$	2,450,000	\$	513,072	\$	2,963,072		

2010 BONDS								
Years	Principal			Interest	Total			
2012	\$	220,000	\$	78,673	\$	298,673		
2013	\$	220,000	\$	75,813	\$	295,813		
2014	\$	225,000	\$	72,787	\$	297,787		
2015	\$	230,000	\$	68,850	\$	298,850		
2016	\$	235,000	\$	59,650	\$	294,650		
2017	\$	245,000	\$	50,250	\$	295,250		
2018-2021	\$	1,075,000	\$	107,050	\$	1,182,050		
Totals	\$	2,450,000	\$	513,072	\$	2,963,072		



### NPRSA Board **Agenda Bill**

Item #5B

TO: Chair Agnew and Members of the NPRSA Board

FROM: Becky Range, Executive Director

Barbara Glass, Public Records Officer (Presenter)

**DATE:** September 15, 2021

**SUBJECT:** Consideration of Minute Order # MO-21-13, Approving the Tenant Agreement

#### **POLICY** CONSIDERATION:

This item asks the Board to approve the new Tenant Agreement between the NPRSA and the Northshore Senior Center (Att-1). If the Board approves this item, the new Tenant Agreement will go before the Northshore Senior Center Board for approval. Once both parties have approved and signed the Agreement, it will supersede the 2016 Tenant Agreement.

HISTORY:	DATE	ACTION
	MARCH 2015	The NPRSA enters into a contract with Senior Services
		of King County, under which the Northshore Senior
		Center rents NPRSA facilities for program and office
		space.
	MARCH 2016	The NPRSA enters into a contract with the Northshore
		Senior Center, under which the Northshore Senior
		Center rents NPRSA facilities for program and office
		space.

The use and maintenance of the NPRSA's facilities is governed by contracts with tenant organizations or "Operators," historically the Northshore Senior Center, which provide programs and services in the facilities that support the NPRSA's mission and organizational values. The current contract, entered into in March 2016, is set to expire at the end of 2021.

**DISCUSSION:** Staff have revised the 2016 Tenant Agreement in cooperation with staff of the Northshore Senior Center to develop a new Tenant Agreement that will be satisfactory to both parties. While the new Agreement is substantially the same as the 2016 Agreement, staff have made four significant changes to align with the Board's current strategic priorities:

### NPRSA Board Agenda Bill

Item #5B

- 1. The Operator is no longer obligated to seek NPRSA Board approval for its proposed programming, for rentals of the facilities, or for reversible Operator-financed improvements to the facilities costing less than \$10,000.
- 2. The NPRSA provides clearer expectations about the Operator's obligations to document routine maintenance to the facilities and to make these records available to the NPRSA.
- 3. The distinction between capital repairs to the facilities, which are the responsibility of the NPRSA, and non-capital repairs, which are the responsibility of the Operator, are more clearly defined.
- 4. The Operator is obligated to follow a preventative maintenance schedule prepared by the NPRSA to prolong the usable life of the facilities and their major systems (Att-2).

The provisions in the new Tenant Agreement will support the Board's adopted 2021 Budget Priorities. Greater Operator autonomy and more detailed records management and disclosure expectations support the Board's risk mitigation priorities, while a clearer delineation between NPRSA and Operator maintenance and repair obligations and a preventative maintenance schedule support the Board's capital repair priorities.

FISCAL IMPACTS:

**FISCAL** This item has no direct fiscal impact to the NPRSA.

**ATTACHMENTS:** Att-1 Tenant Contract

Att-2 Exhibit A: Sample Preventative Maintenance Schedule

RECOMMENDED ACTION:

**RECOMMENDED** Move to approve Minute Order # MO-21-13, Approving the Tenant Agreement.

# FOR USE AND MANAGEMENT OF THE NORTHSHORE SENIOR CENTER AND THE NORTHSHORE HEALTH AND WELLNESS AND ADULT DAY HEALTH CENTER

THIS CONTRACT (the "Contract"), entered into on the last date signed below (hereinafter referred to as the "Date of Mutual Execution"), is between the NORTHSHORE PARKS AND RECREATION SERVICE AREA, a Washington quasimunicipal corporation (hereinafter called "the NPRSA"), and the NORTHSHORE SENIOR CENTER, a Washington non-profit corporation (hereinafter called "the Operator"), and hereinafter collectively referred to as "the Parties" and individually referred to as a "Party."

WHEREAS, the NPRSA is a quasi-municipal corporation with taxing authority under Article 7 § 1 and 2 of the Washington State Constitution with the purpose of providing leisure time activities, promoting the health and wellness of the residents of the geographical areas included within its boundaries, and providing facilities and recreational facilities of a nonprofit nature as a public service to the residents of the geographical areas included in its boundaries, pursuant to RCW 36.69.010;

WHEREAS, the Operator is a Washington non-profit corporation engaged primarily in the business of assisting older adults and other vulnerable populations in the "Northshore" area that is generally defined as North King County and South Snohomish County including the cities of Bothell, Kenmore, and Woodinville;

WHEREAS, RCW 36.68.400 authorizes the NPRSA to provide for the upkeep of park buildings, grounds, and facilities, and to provide custodial, recreational, and park program personnel at any park or recreational facility owned or leased by the service area or by a county, city, or town;

WHEREAS, the NPRSA is the owner of real property located at 10201 and 10212 East Riverside Drive in the City of Bothell commonly known as the Northshore Senior Activities Center and the Northshore Health and Wellness and Adult Day Health Center (hereinafter collectively referred to as "the Centers" and individually referred to as a "Center");

WHEREAS, the Parties find it advantageous and desirable to contract for the use, management, maintenance, and repair of the Centers, as the cooperation will provide for the efficient and economic benefit of the Parties and the community members that the Centers support;

WHEREAS, it is the mutual desire of the Parties hereto that they enter into this Contract.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and as authorized under Chapter 36.69 RCW, the Parties, through their respective legislative bodies and boards, do hereby agree as follows:

#### I. Recitals.

The foregoing recitals are true and correct and are made part of this Contract by this reference.

#### II. Term.

The term of this Contract shall commence on the Date of Mutual Execution and shall continue until December 31, 2026, unless terminated for any reason by either party as set forth hereinafter. The NPRSA and the Operator shall commence renegotiating the terms and conditions of this Contract at least eighteen (18) months prior to the expiration date, and agreement shall be reached regarding renewal or replacement of the Contract at least six (6) months prior to the expiration date unless the Contract is previously terminated as set forth herein.

#### III. Ownership.

The Centers are owned and shall continue to be owned by the NPRSA. The Operator acknowledges that it has no claim to ownership in or rights to the Centers except as explicitly authorized herein.

#### IV. Operation

The Operator shall operate the Centers throughout the term of this Contract. Additionally, office space and amenities shall be provided to the NPRSA at the Centers.

#### V. Use of the Centers.

A. Services for Older Adults and Other Vulnerable Populations
The Northshore Senior Activities Center shall be used solely for the
purpose of providing services to older adults and meeting the needs
of other community members or for other purposes as determined by the
NPRSA. The Northshore Health and Wellness and Adult Day Health
Center shall be used solely for the purpose of providing for the benefit
of older adults and clients of the Operator or for other purposes as
determined by the NPRSA. These activities and services must comply
with all applicable federal, state, and local laws and regulations and must
align with the NPRSA's mission and organizational values.

#### B. Rental of the Facilities

The Operator may rent portions of the Centers to the public for other use during times when Center activities are not planned or when Center programs and services are not performed in those portions of the Centers. All rentals must comply with federal, state, and local laws, regulations, and restrictive covenants of the construction and operating fund sources. The Operator is liable for all damages resulting from such a rental.

#### VI. Maintenance, Repair, and Improvements to the Centers.

#### A. Responsibilities

- 1. Notwithstanding anything to the contrary herein, the Operator shall be responsible for all maintenance, repairs, costs, and expenses of the Centers for the term of this Contract. The Operator will keep the Centers clean, in good operating condition, and in a good state of repair. Should the Operator fail to keep the Centers in said condition, the NPRSA may, at its option, put or cause the Centers to be put in said condition and the Operator shall, on demand, pay the cost thereof.
- 2. The Operator shall (1) adhere to a preventative maintenance schedule, approved by the NPRSA Program Manager or another agent appointed by the NPRSA Board and substantially in the form set forth in Exhibit A, to ensure that the Centers are kept in the desired condition; (2) execute all non-capital repair and maintenance to the Centers and repairs and maintenance that are not capital expenses pursuant to generally accepted accounting principles and federal tax requirements; (3) inform the NPRSA Board annually of a two-year forecast of when the mechanical, electrical, or plumbing system or the building envelope of either Center, the irrigation system, lot, or any auxiliary structure as a whole is predicted to reach the end of its useful life as monitored in the preventative maintenance schedule; (4) ensure that all repairs, maintenance, and improvements to the Centers conform to applicable building codes and regulations and are completed by licensed contractors or facilities specialists; and (5) pay occupancy costs including utilities, proper custodial and maintenance staffing costs, and any taxes associated with the Centers and property.
- 3. Notwithstanding anything to the contrary herein, the Operator shall not be responsible for (1) capital improvements and any expenditures that are capital expenses pursuant to generally accepted accounting principles and federal tax requirements; (2) expenses which are self-insured or are

reimbursed by insurance proceeds; (3) any costs and expenses of investigating, removing, maintaining, or monitoring any hazardous material; any costs and expenses of complying with federal, state, or local regulations regarding the same; and any amendments or changes to said laws; and (4) costs attributable to repairing items that are covered by warranties. The NPRSA Program Manager or another agent appointed by the NPRSA Board shall determine if an improvement is a capital expense if generally accepted accounting principles and federal tax requirements are insufficient to make such a determination. The NPRSA shall inform the Operator in advance of any plans to address any building system that is scheduled to be replaced or improved because it is at the end of its useful life. The NPRSA and the Operator shall cooperate to mitigate impacts to project scheduling and to Operator programming and services.

#### B. Improvements to the Centers.

The Operator may make such additional improvements to the Centers that it may deem necessary or desirable subject to the written approval of the NPRSA. Approval by the NPRSA shall not unreasonably be withheld or delayed, provided that the Operator pays for the additional improvements. Any improvements to the Centers totaling less than Ten Thousand Dollars (\$10,000) do not require the prior written approval of the NPRSA Board unless the improvement impacts a major building component of the Centers. Any improvements, regardless of cost, and any new construction by the Operator shall be performed in conformity with plans and specifications previously approved by the NPRSA Program Manager or another agent appointed by the Board. All such work shall be performed in a professional manner by a licensed contractor or facilities specialist and with materials (where not specifically described in the specifications) meeting the quality and appearance standards of the Centers. Any improvements made to the Centers shall become the property of the NPRSA. The NPRSA may require the Operator to remove at the expiration of the term of the Contract any improvements made by the Operator. The Operator shall pay for any damages caused by such removal.

C. Bonds for Maintenance, Repairs, and Improvements. Nothing herein shall be construed as prohibiting the Operator from requesting the NPRSA to issue additional bonds for the purpose of repairing, remodeling, or otherwise enhancing the Centers; however, it is understood that the NPRSA will consider such a request in the context of its other responsibilities and commitments and may choose not to issue such bonds.

#### VII. Indemnification.

In providing services under this Contract, the Operator is an independent contractor and neither it nor its officers, agents, or employees are employees of the NPRSA for any purpose. The Operator shall be responsible for all federal and state tax, industrial insurance, Social Security liability, and any other liability that may result from the performance of these services.

The Operator shall indemnify, defend, and hold harmless the NPRSA, its officials, officers, agents, and employees and volunteers from and against all third-party claims for injuries, damages, losses, suits, or liability, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the NPRSA. Should a court of competent jurisdiction determine that this Contract 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 both Parties, each Party's liability hereunder shall be only to the extent of each Party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Operator'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 Contract. In the event that the NPRSA incurs any judgment, award, or cost arising from attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Operator. The Operator's indemnification obligation under this section shall include the payment of any insurance deductible required to be paid by the NPRSA as a result of damage or injury arising from the Operator's use of the Centers.

#### VIII. Insurance.

A. The Operator shall maintain with financially responsible insurance companies licensed to do business in the State of Washington and having a Best Rating of not less than A-VIII (1) commercial general liability insurance with respect to the Centers naming the NPRSA as an additional insured and having a limit of not less than Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; and (2) property insurance covering the full value of the Operator's property and improvements with no coinsurance provisions and having a limit of not less than Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The Operator's insurance shall be primary as respects to the NPRSA and shall

not be participating in any other available insurance. At the Date of Mutual Execution and thereafter at least thirty (30) days prior to each expiring policy, the Operator shall deliver to the NPRSA these insurance policies, or certificates thereof satisfactory to the NPRSA, issued by the insurance company with premiums prepaid. The Operator's failure timely to deliver the policies or certificates shall constitute a default. All policies of insurance required of the Operator hereunder shall have terms of not less than one (1) year and shall provide that they may not be cancelled unless ten (10) days' prior written notice of the proposed cancellation has been given to the NPRSA.

- B. The Operator and NPRSA hereby release and discharge each other from all claims, losses, and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Centers. This release shall apply only to the extent that such claim, loss, or liability is covered by insurance.
- C. The Operator shall cause any contractor of the Operator performing work in the Centers to maintain with financially responsible insurance companies licensed to do business in the State of Washington and having a Best Rating of not less than A-VII commercial general liability insurance, including contractor's liability coverage, completed operations coverage, broad form property damage endorsement, and contractor's protective liability coverage, to afford protection with limits of not less than Two Million Dollars (\$2,000,000) per occurrence with respect to personal injury, death, or property damage. The Operator's contractor's insurance shall be primary and not contributory to that carried by the Operator or the NPRSA, and the Operator and the NPRSA shall be named as additional insureds on the Operator's contractor's insurance policies pursuant to endorsements reasonably approved by the NPRSA.

#### IX. Taxes, Utility Charges, and Fees.

The Operator shall pay any and all taxes, utility charges, or fees imposed on the Centers, improvements, or equipment.

#### X. NPRSA Oversight.

- A. The Operator shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary the NPRSA, in accordance with applicable records disclosure and retention statutes.
- B. The Operator shall inform the NPRSA in writing of the location, if different from the Operator address listed in the Notice provision of this Contract, of

- the aforesaid books, records, documents, and other evidence and shall notify the NPRSA in writing of any changes in location within ten (10) business days of any such relocation.
- C. The Operator shall provide right of access to the Center to the NPRSA, the state, and federal agencies or officials within five (5) business days of receiving a request to monitor and evaluate the services provided under this Contract. The NPRSA will provide ten (10) business days' advance notice to the Operator in the case of fiscal audits to be conducted by the NPRSA.
- D. The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review, or audit by the NPRSA or federal or state officials so authorized by law during the performance of this Contract and for six (6) years after the termination thereof, unless a longer retention period is required by law or by NPRSA policy.
- E. The Operator will furnish, upon request by the NPRSA Public Records Officer or another agent appointed by the Board, copies of any records and documents with respect to all maters covered by this Contract.
- F. The Operator agrees to cooperate with the NPRSA or its agents in the evaluation of the Operator's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with Chapter 42.56 RCW.
- G. The Operator agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.
- H. The Operator shall furnish the NPRSA with its annual report no later than six (6) months subsequent to the end of the Operator's fiscal year unless otherwise specified and shall additionally provide report annually to the NPRSA a description and cost of any repairs and maintenance completed on the Centers for the previous year.
- I. The Operator shall furnish the NPRSA annually no later than six (6) months subsequent to the end of the Operator's fiscal year unless otherwise specified with a copy of the Operator's budget for any current or future anticipated maintenance, repairs, and capital expenditures; a facility plan projecting repairs, maintenance, and improvements planned or

needed for the upcoming year; the most recent Operator's annual audit report; and any other reports as shall from time to time be reasonably required by the NPRSA.

- J. The Operator shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of generally accepted auditing standards and the industry standards for nonprofit organizations. The Operator shall provide a copy of the audit report with financials related to all of the Operator's facilities, including but not limited to the Centers and to satellite offices and locations other than the Centers, to the NPRSA no later than six (6) months subsequent to the end of the Operator's fiscal year. The Operator shall provide to the NPRSA its response and corrective action plan for all findings and reportable conditions contained in its audit. When reference is made in its audit to a "Management Letter" or other correspondence made by the auditor, the Operator shall provide copies of these communications, the Operator's response, and corrective action plan. Additional audit or review requirements that may be imposed on the NPRSA will be passed on to the Operator and the Operator shall comply with any such requirements.
- K. The Operator shall include a stakeholder review process as part of the selection and interview process for the position of its Executive Director/CEO. The NPRSA shall be considered a stakeholder for the purposes of the review process.

#### XI. Non-Performance.

In the event that at any time during the term of this Contract the Operator fails for a period of thirty (30) consecutive days after written notice and demand to perform its duties as set forth in this Contract, the Operator must relinquish occupancy of the Centers and shall pay the NPRSA the full cost incurred by the NPRSA to obtain new tenant(s) and managers and any repairs or maintenance required to replace the Operator as the operator of the Center, provided that the NPRSA shall not cause unreasonable delay in obtaining new occupant(s).

#### XII. General Provisions.

A. Notice.

Any notice, consent, demand, or other communication hereunder shall be in writing and delivered in person or deposited in any United States Postal Service mailbox, sent by registered or certified mail, return receipt requested and first-class postage prepaid, addressed to the party for whom it is intended as follows:

To the Operator:

Northshore Senior Center CEO 10201 E. Riverside Drive Bothell, WA 98011-3708

To the NPRSA:

NPRSA Executive Director c/o Northshore Senior Center 10201 E. Riverside Drive Bothell, WA 98011-3708

#### B. Interpretation.

- This Contract shall be interpreted according to and enforced under the laws of the State of Washington. The paragraph and subparagraph captions in this Contract are for convenience only and shall not control or affect the meaning or construction of any provision of this Contract.
- 2. The Parties agree that this Contract is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any breach of any provision of the contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be an alteration of the terms of the Contract unless stated to be such through written approval of the NPRSA. Any such amendment shall be attached to the original Contract.

#### C. Severability.

Each provision of this agreement is severable from all other provisions. In the event that any court of competent jurisdiction determines that any provision of this agreement is invalid or unenforceable for any reason, all remaining provisions will remain in full force and effect.

#### D. Amendments

This Contract may not be altered or amended except by written instrument signed by the Parties and approved by resolution of the Board of the NPRSA.

#### E. Termination.

The Parties reserve the right to terminate this Contract at any time for any reason by giving at least six (6) months' notice in writing in accordance with § XII.A.

#### F. Dispute Resolution.

#### 1. Participation.

In the event that any dispute arises between the Parties as to the interpretation or application of any term of this Contract or as to the validity of any claim made by either Party against the other as a result of this agreement and the Parties are unable to resolve the dispute through negotiations, the Parties agree to participate in a nonbinding, neutral evaluation and mediation of their dispute at a mutually agreeable location. Either Party may request that any dispute be submitted to neutral evaluation and mediation at any time upon the giving of written notice to the other Party.

#### 2. Selection of Mediator.

Upon the giving of notice by either Party as provided above, the Parties shall attempt to select a neutral person to evaluate and mediate the dispute. If, after thirty (30) days, the Parties cannot agree on any of the persons named, if acceptable persons are unable to serve, or if for any reason the appointment of a neutral person cannot be made, either Party may terminate the dispute resolution process or the Parties may, by agreement, seek other means of resolution.

#### 3. Conflicts of Interest.

Each Party shall promptly disclose to the other any circumstances known by the Party that would cause justifiable doubt as to the independence or impartiality of any individual under consideration or appointed as a neutral mediator. Any such individual shall promptly disclose such circumstances to the Parties. If any such circumstances are not disclosed, the individual shall not serve as the neutral mediator unless both Parties agree in writing.

#### 4. Compensation of Mediator.

The neutral mediator's charges shall be established at the time of appointment. Unless the Parties otherwise agree, the fees and expenses of the neutral mediator shall be split equally and each Party shall bear its own costs and expenses.

#### 5. Mediation Session.

The mediation session is intended to provide each Party with an opportunity to present its best case and position to the other Party and the neutral mediator and for the Parties to receive opinions and recommendations from the neutral mediator. The neutral mediator shall facilitate communications between the parties, identify issues,

and generate options for settlement. The neutral mediator shall also discuss with each Party separately the neutral mediator's opinion and evaluation of the strengths and weaknesses of that Party's position. The terms of any settlement made by the Parties as the result of the mediation shall be set out in a written addendum to this Contract.

#### 6. Confidentiality.

The dispute resolution process identified in this paragraph is a compromise negotiation. The Parties agree to maintain in confidence all offers, promises, conduct, and oral or written statements made in the course of the mediation by either of the Parties, their agents, employees, experts, representatives, or attorneys or by the neutral mediator and agree that the same shall be deemed negotiations in pursuit of settlement and compromise and not admissible or discoverable in subsequent legal proceedings pursuant to Washington Evidence Rule 408. The neutral mediator shall be disqualified as a trial or deposition witness, consultant, or expert of either Party.

7. In the event that the Parties are unable to resolve the dispute through this dispute resolution process, the Parties reserve any and all other rights and remedies available to each of them regarding such dispute.

#### G. Jurisdiction and Venue

Venue for any action related to the Contract shall exclusively be in the Superior Court for King County, Washington, and the Parties consent to the exercise of jurisdiction by said Court.

#### XIII. Effective Date

This Contract shall be effective as to all Parties on the Date of Mutual Execution.

IN WITNESS WHEREOF, authorized representatives of the Parties hereto have signed their names in the spaces below:

# Northshore Senior Center and Northshore Health and Wellness and Adult Exhibit A: Day Health Center Preventative Maintenance Schedule

Maintenance Item	Task
Building Roofs	Clean and inspect annually
Building Gutters	Clean and inspect annually
Building Exterior	Clean and inspect annually
Exterior/ Interior Lighting	Inspect function annually
HVAC	Clean and inspect components per manufacturer's recommended maintenance  Change filters according to manufacturer's schedule
Plumbing	Inspect according to regular schedule
Water Heater/ Boiler	Inspect units and components according to manufacturer's
	recommended maintenance
Electrical Panels	Inspect annually
Carpet/ tile	Clean and inspect according to manufacturer's
	recommendation
Fire alarm confidence test	Annual inspection
Storm drains/ bioswale	Keep in compliance with any municipal storm water permits
Vegetation Management	Inspect and remove according to regular schedule
Asphalt/ side walks	Clean and inspect annually
Irrigation System	Inspect annually