



## Board Meeting Agenda

October 21, 2020, 6:30 PM

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

**Public Notice:** 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

- Listen to the meeting LIVE by phone, call:  
+1-510-338-9438 USA Toll / Access code: 126-445-2069#

### To provide Public Comment

- Submit your written Public Comment before 3:00PM (day of meeting), email:  
[robin.schaefer@bothellwa.gov](mailto:robin.schaefer@bothellwa.gov)

1. Call to Order – 6:30 PM
2. Public Comment – *Read Public Comments submitted. Allow up to 3 minutes/ comment.*
3. Consent Agenda (5 min)
  - A. Minutes from September 16, 2020
  - B. Vouchers from August 15, 2020 – October 14, 2020 in the amount of \$197,238.77
4. Reports (10 min)
  - A. Personnel Update – Records Specialist
  - B. Northshore Senior Center Update, Brooke Knight NSSC
5. Discussion Items (50 min)
  - A. Consideration of Minute Order # MO-20-07, revising Board Bylaws
  - B. Consideration of Agreement # A-20-04, with the Department of Commerce for the 2020 Local and Community Projects Program in the amount of \$490,000
  - C. Discussion of 2021 Draft Budget Priorities and Work Plan
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 (425) 806-6152.

SPECIAL ACCOMMODATIONS: The Northshore Parks and Recreation Service Area strives to provide accessible meetings for people with disabilities. If special accommodations are required, please contact Robin Schaefer at 425-806-6152 at least three days prior to the meeting.



**TO:** Chair McNeal and Members of the NPRSA Board

**FROM:** Kellye Mazzoli, NPRSA Executive Director  
Carly Joerger, NPRSA Levy Coordinator  
Robin Schaefer, NPRSA Board Clerk

**DATE:** October 21, 2020

**SUBJECT:** Minutes from September 16, 2020

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|                            |   |
|----------------------------|---|
| <b>ITEM CONSIDERATION:</b> | This item asks the Board to approve minutes from NPRSA Board meetings held on September 16, 2020. |
| <b>FISCAL IMPACTS:</b>     | This item does not have any direct fiscal impact.   |
| <b>ATTACHMENTS:</b>        | Att-1. Minutes from September 16, 2020  |
| <b>RECOMMENDED ACTION:</b> | Move to approve the NPRSA Board Minutes from September 16, 2020.                                  |

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## September 16, 2020 Board Meeting Minutes

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

**Public Notice:** 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

Listen to the meeting LIVE by phone, call:

+1-510-338-9438 USA Toll / Access code: 126-279-6417#

### To provide Public Comment

Submit your written Public Comment before 3:00PM (day of meeting), email:

[kellye.mazzoli@bothellwa.gov](mailto:kellye.mazzoli@bothellwa.gov)

## 1. Call to Order

*Chair James McNeal called the virtual meeting to order at 6:30 PM.*

### Meeting Attendees

#### Present

*NPRSA Chair James McNeal*

*NPRSA Board Members Tom Agnew, Joe Marshall, Kathy Lambert, Jared Mead, Elaine Cook (arrived at 7:39 pm).*

Kellye Mazzoli, NPRSA Incoming Executive Director, City of Bothell

Carly Joerger, Levy Coordinator, City of Bothell

Robin Schaefer, Board Clerk, City of Bothell

Brooke Knight, Northshore Senior Center Executive Director

Zorna Kimball, Northshore Senior Center Bothell Operations Manager

John Dolin, Northshore Senior Center Board President

Suzanne Greathouse, Northshore Senior Center Board Vice President

#### Absent

*NPRSA Board Member Rod Dembowski*

## 2. Public Comment

Executive Director Kellye Mazzoli reported that she did not receive any public comment by the deadline for the meeting.



### 3. Consent Agenda

A. Minutes from August 19, 2020

*Kathy Lambert moved approval of the Consent Agenda as presented, Joe Marshall second. The motion passed 5-0 with Elaine Cook and Rod Dembowski absent.*

### 4. Staff Reports

- A. Personnel Introduction – Clerk
- B. Personnel Recruitment Update – Records Specialist
- C. Northshore Senior Center Update, Brooke Knight NSSC

*Board Members received the staff reports. No action was taken.*

### 5. Discussion Items

A. Consideration of Minute Order #MO-20-05, receiving the 2019 Facility Assessment Presentation

Carly Joerger introduced Jim Cave of Bureau Veritas (formerly EMG), who presented the 2019 Facilities Assessment Report and entertained Board questions.

*Tom Agnew moved approval of # MO-20-05 as presented. Kathy Lambert second. The motion passed 5-0 with Elaine Cook and Rod Dembowski absent.*

B. Consideration of Minute Order # MO-20-06, approving the 2020-2021 Capital Repairs Plan and Department of Commerce Grant Budget

Carly Joerger presented the item and entertained Board questions.

*Board member Elaine Cook arrived at 7:39 pm.*

*Kathy Lambert moved approval of # MO-20-06 as presented. Tom Agnew second. The motion passed 6-0 with Rod Dembowski absent.*

C. Discussion of 2021 Budget Priorities

Kellye Mazzoli presented the item and entertained Board comments and questions. Discussion ensued. No action was taken.



## 6. Future Meetings

Upcoming meetings will be in October, November, December and January.

## 7. Adjourn

*Elaine Cook moved to adjourn the meeting, Tom Agnew seconded. The motion passed 6-0 with Rod Dembowski absent.*

*The meeting was adjourned at 8:37 PM.*

Submitted for approval October 21, 2020

Robin Schaefer

Board Clerk

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**TO:** Chair McNeal and Members of the NPRSA Board

**FROM:** Kellye Mazzoli, NPRSA Executive Director  
Carly Joerger, Levy Coordinator

**DATE:** October 21, 2020

**SUBJECT:** Vouchers from August 15, 2020 – October 14, 2020 in the amount of \$197,238.77

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|                            |   |
|----------------------------|---|
| <b>ITEM</b>                | This item asks the Board to approve vouchers for expenses invoiced between August 15, 2020 and October 14, 2020 in the amount of \$197,238.77.    |
| <b>CONSIDERATION:</b>      |   |
| <b>FISCAL IMPACTS:</b>     | These items are budgeted in the 2020 adopted budget.  |
| <b>ATTACHMENTS:</b>        | Att-1. Voucher Packet   |
| <b>RECOMMENDED ACTION:</b> | Move to approve vouchers for expenses invoiced between August 15, 2020 and October 14, 2020 and authorize payments in the amount of \$197,238.77. |

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# Special District Voucher Approval Document

**Scheduled Payment Date:** 10/28/2020  
**Total Amount:** \$197,238.77  
**Control Total:** 2  
**Payment Method:** WARRANT

**District Name:** Northshore Parks and Recreation  
**File Name:** AP\_NOSHRPRK\_APSUPINV\_20201014125336.csv  
**Fund #:** 251010010

**CONTACT INFORMATION**

Preparer's Name: \_\_\_\_\_

Email Address: kellye.mazzoli@bothellwa.gov

**PAYMENT CERTIFICATION**

RCW (42.24.080)

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered, the labor performed as described, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim(s) is(are) just, due and unpaid obligation against the above-named governmental unit, that I am authorized to authenticate and certify to said claim(s).

**Authorized District Signature(s) for Payment of Claims (Auditing Officer(s) or Board Member(s)) :**

|                               |       |                               |       |
|-------------------------------|-------|-------------------------------|-------|
| _____                         | _____ | _____                         | _____ |
| Authorized District Signature | Date  | Authorized District Signature | Date  |
| _____                         | _____ | _____                         | _____ |
| Authorized District Signature | Date  | Authorized District Signature | Date  |
| _____                         | _____ | _____                         | _____ |
| Authorized District Signature | Date  | Authorized District Signature | Date  |

**SUBMIT SIGNED DOCUMENT TO:**

King County Accounts Payable  
 Attn: Special Districts  
 401 5th Avenue, Room 323  
 Seattle, WA 98104

Email: SpecialDist.AP@kingcounty.gov  
 Fax: (206) 263-3767

**KING COUNTY FINANCE USE ONLY:**

Batch Processed By: \_\_\_\_\_

Date Processed: \_\_\_\_\_



# Special District Voucher Approval Document

District Name: Northshore Parks and Recreation

File Name: AP\_NOSHRPRK\_APSUPINV\_20201014125336.csv

| Payee (Vendor Name) | Vendor No. | Vendor Site | Invoice No.  | Invoice Date | Inv. Amount  | Description                                     |
|---------------------|------------|-------------|--------------|--------------|--------------|---|
| CITY OF BOTHELL     |            |             | EXEC2020-002 | 10/01/2020   | \$195,000.00 | ADMIN SERVICES 2020 PER ILA 7/2020              |
| MICHAEL TABOR       |            |             | 20200815     | 08/15/2020   | \$2,238.77   | FINAL INVOICE- MTABOR SERVICES + 365 SUBSCRIPT. |



Michael Tabor  
 3302 153rd Pl SE, Mill Creek, WA 98012

Invoice No. **20200815**

# INVOICE

| Customer |   |       |              |
|----------|---|-------|--------------|
| Name     | Northshore Park and Recreation Service Area |       |              |
| Address  | 10201 E. Riverside Dr.                      |       |              |
| City     | Bothell                                     | State | WA ZIP 98011 |
| Phone    |   |       |              |

| Misc      |           |
|-----------|-----------|
| Date      | 8/15/2020 |
| Order No. |           |
| Rep       |           |
| FOB       |           |

| Qty | Description                          | Unit Price | TOTAL      |
|-----|--------------------------------------|------------|------------|
|     | May 1 - July 31, 2020 Admin Services |            | \$2,000.00 |

SubTotal \$ 2,000.00

| Payment  |            |
|----------|------------|
| Comments | Thank you! |
| Name     |            |
| CC #     |            |
| Expires  |            |

|                   |                    |
|-------------------|--------------------|
| Prev Pg Sub Total | \$ 238.77          |
| <b>TOTAL</b>      | <b>\$ 2,238.77</b> |

phone: 425-876-7380 e-mail: sasmnt@gmail.com





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**TO:** Chair McNeal and Members of the NPRSA Board

**FROM:** Kellye Mazzoli, Executive Director  
Carly Joerger, Levy Coordinator (Presenter)  
Robin Schaefer, Clerk

**DATE:** October 21, 2020

**SUBJECT:** Consideration of Minute Order # MO-20-07, revising the NPRSA Board Bylaws

**POLICY CONSIDERATION:** This item asks the Board to consider adopting a revised set of Bylaws of the Board. Bylaws serve as a foundational document for how the Board operates and will continue to operate into the future, impacting future Board administration and operations.

**HISTORY:** According to research, it appears that the NPRSA Board most likely adopted its current Bylaws in 2002 and amended them most recently on October 4, 2006. These dates are speculative, however, seeing that the copies available are neither signed nor dated. The Board discussed updates to the Bylaws at the August 19, 2020 meeting and provided direction to the Executive Director.

**DISCUSSION:** The updated NPRSA Board Bylaws (Att-2) are designed to meet the administrative and operational needs of the NPRSA Board today and into the future. These determinations were made based on the Board’s discussion at the August 19, 2020 meeting and have been reviewed by the Executive Director, Levy Coordinator, Clerk, and City of Bothell City Attorney. Significant revisions are recommended which are summarized in this agenda bill.

**Revised Bylaws Structure and Organization**

The revised Bylaws are restructured to flow in a more logical way, with the intention of clarifying where information is located within the document. Several of the Articles from the current Bylaws have been revised as sections within new, broader Article titles. New articles with new stipulations were also added for clarity and to more closely align with Bylaws best practices.

| Article | Current Bylaws Structure | Updated Bylaws Structure             |
|---------|--------------------------|--------------------------------------|
| I       | Authority                | Purposes                             |
| II      | Membership               | Definitions; Conflicting Provisions* |

|      |                  |                                    |
|------|------------------|------------------------------------|
| III  | Chair            | Offices*                           |
| IV   | Secretary        | Board and Committees               |
| V    | Responsibilities | Officers                           |
| VI   | Meetings         | Staff and Consultants*             |
| VII  | Quorum           | Finances and Records*              |
| VIII | Resolutions      | Ethics*                            |
| IX   | Records          | Severability; Amendments to Bylaws |
| X    | Robert’s Rules   |                                    |
| XI   | Amendment        |                                    |

\*New Article and/or contains new stipulations

**ARTICLE I. PURPOSES**

Staff changed the title from Authority to Purposes and defined the interlocal agreement entered into by all NPRSA Member Agencies as the “Agreement”, for easy reference throughout the rest of the Bylaws.

**ARTICLE II. DEFINITIONS; CONFLICTING PROVISIONS**

This is a new article establishing that provisions in the Agreement (the ILA founding the NPRSA) shall prevail over provisions in the Bylaws, should there ever be a conflict. This clarification is useful to the Board in establishing hierarchy among the Bylaws and the Agreement, especially if/when there are future amendments to either document.

**ARTICLE III. OFFICES**

This is a new article establishing the official location of the NPRSA buildings and, while the Administering Agency ILA (AAILA) is in effect, establishes that official notices regarding the NPRSA may be sent to Bothell City Hall or a new email address, [nprsa@bothellwa.gov](mailto:nprsa@bothellwa.gov).

**ARTICLE IV. BOARD AND COMMITTEES**

This article combines several provisions of the current Bylaws pertaining to the Board, organizes them into several sections, and adds additional detail for clarity. The sections cover general powers, membership, designation and qualification of alternates, tenure, resignation and removal, vacancies, meetings, quorum, manner of voting, agendas, rules of order, advisory and Board committees, and compensation. Once the Board decides it’s methods for holding meetings, those provisions would be listed in this Article.

**ARTICLE V. OFFICERS**

Rather than have a separate article specifically for the Chair as is listed in the current Bylaws, this revision captures additional detail about both the Chair and

Vice-Chair of the Board. Additional detail covers duties, how they will be appointed, and the process for filling a vacancy should an Officer resign. Based on the Board's discussion at the September 16, 2020 meeting, the proposed Bylaws list that there shall be a Chair and Vice-Chair that serve two-year terms, without limit on the number of terms they can serve.

**ARTICLE VI. STAFF AND CONSULTANTS**

This is a new article to account for the relationship the Board has with staff and consultants, specifically an Executive Director and a Clerk (formerly referred to as a Secretary). Staff wrote this section in a way that does not preclude the arrangement the Board has with the City of Bothell as the Administering Agency, but also does not commit to the Board to functioning with the full of suite of administrative services currently being provided in the long-term. Ideally, should the Board or the City of Bothell choose to terminate the AAILA, the Bylaws would not need to be amended.

**ARTICLE VII. FINANCES AND RECORDS**

This is a new article that clarifies the Board's commitments to proper financial and record management. Sections include defining the Board's authority to execute agreements and clarifying responsibility to pass an annual budget before year-end and adhere to the Washington State Public Records Act.

**ARTICLE VIII. ETHICS**

Ethics is a new article that states the Board, committee members, staff, and consultants are to uphold RCW 42.23 "Code of Ethics for Municipal Officers".

**ARTICLE IX. SEVERABILITY; AMENDMENTS TO BYLAWS**

Based on the Board's discussion at the September 16, 2020 meeting, this article is updated to state that future amendments or updates to the Bylaws may only be adopted with a supermajority vote (2/3 or 5 of 7 members).

**Policy Question – Adding Remote Attendance to Meetings**

It is within the Board's policy decision-making purview to select the methods of holding meetings available to the Board. Per Robert's Rules of Order, if the Bylaws do not explicitly allow for a way to hold meetings other than in-person, the Board may only hold meetings in-person. Due to the Governor's Stay Home Order and the temporary suspension of the in-person requirement under the Open Public Meetings Act due to the COVID-19 public health emergency, the Board is currently allowed to use virtual meetings. However, once the OPMA provisions are restored, virtual meetings would no longer be available to the

Board. The current Bylaws allow for attendance via speakerphone no more than two times per year, per Board member.

Additional options for the Board to consider include:

1. *Only allow in-person meetings.* This option places additional restrictions on the Board than what is currently in the Bylaws.
2. *Maintain current Bylaws.* This option limits Board Members to join meetings via speakerphone no more than twice per year.
3. *Hold all virtual meetings.* In this scenario, all Board Members would attend every meeting virtually. However, to remain in compliance with the OPMA, staff would need to be at the designated physical location of the meeting, should the public choose to attend. Note: additional technology may be required with this option in order to comply with OPMA.
4. *Hold in-person meetings where Board Members may choose to participate virtually.* This option allows Board Members to choose how they participate at each meeting. However, at least one staff or a Board Member would need to be physically present at the designated location of the meeting, per OPMA. Note: additional technology may be required with this option in order to comply with OPMA.
5. *Hold in-person meetings where Board Members may participate virtually (with restrictions).* This option is similar to Option #4, but with added restrictions on virtual participation. Examples could include restricting virtual participation to:
  - no more than 4 times per year,
  - only through video and voice call,
  - only in the event of an emergency, illness, or some other event that prevents the Member from attending in-person,
  - etc.

Staff recommends the Board adopt a flexible option that allows for virtual meetings, while still encouraging active engagement from Board members. One possible provision to the Bylaws could read:

“The Board and all committees and subcommittees shall be authorized to meet by telephone conference or through other electronic communications media, so long as all the members can simultaneously hear each other and participate during the meeting, and provided that the organization ensures access to the public when required per OPMA. When setting the agenda, the Chair is responsible for establishing the primary media or method

of meeting. Participation in a meeting pursuant to this Section shall constitute presence in-person at such meeting.”

**FISCAL IMPACTS:** This item does not have a financial impact.

**ATTACHMENTS:** Att-1. Current NPRSA Board Bylaws  
Att-2. Updated NPRSA Board Bylaws

**RECOMMENDED ACTION:** Move to approve Minute Order # MO-20-07, revising Board Bylaws.

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**BYLAWS  
OF THE GOVERNING BOARD  
NORTHSHORE PARK & RECREATION SERVICE AREA**

**I. AUTHORITY**

This governing board (hereafter called the “Board”) is hereby formed pursuant to approval of the voters on September 20, 1988, of the Northshore Park and Recreation Service Area (hereinafter called the “PRSA”), a quasi-municipal corporation with taxing authority under Article 7, Sections 1 and 2 of the Washington State Constitution, formed for the purposes authorized by RCW Chapter 36.68, and pursuant to the interlocal agreement entered into by King County, Snohomish County, City of Bothell, City of Kenmore and the City of Woodinville for this purpose.

**II. MEMBERSHIP**

The Board shall be composed of two King County Councilmembers, one Snohomish County Councilmember, two City of Bothell Councilmembers, one City of Kenmore Councilmember, and one City of Woodinville Councilmember, who shall be selected according to the interlocal agreement. Each member shall have one vote. No proxy voting shall be allowed.

**III. CHAIR**

The Board shall elect the chair from among its members by a majority vote. The chair shall serve a one-year term, starting in October of each year, except that the initial chair may serve a term from September, 1988 through October, 1989. In the event that the chair resigns from office or is replaced on the Board, a new chair shall be elected to fill the remainder of the term.

The Chair shall be responsible for establishing the agenda for each meeting and convening and presiding over each meeting. In the absence of the Chair, the Board may elect a pro tem chair to serve for the meeting. The Chair shall be authorized to sign contracts on behalf of the PRSA, provided that all contracts must be approved by a majority of the Board.

**IV. SECRETARY**

The Board shall select and appoint a person who is deemed by the Board to be qualified, to be the official secretary of the Board. The secretary will attend all meetings, shall keep official minutes and shall perform all other duties assigned by the Board.

**V. RESPONSIBILITIES**

A. The Board shall be responsible for administration of the affairs of the PRSA and for performing the responsibilities authorized by RCW Chapter 36.68 and RCW Chapter 67.20, including but not limited to the following:

1. Hiring employees
2. Entering into contracts

3. Purchasing or leasing property
- 4 Assessing fees or charges
- 5 Purchasing
- 6 Submit ballot propositions for issuance of bonds or tax levies

B. The Board may choose to contract with another jurisdiction or other entity to obtain services necessary to carry out any activities of the PRSA.

C. The Board shall adopt an annual budget in December of each year.

D. The signatures of two Board members shall be required to authorize payment of invoices. All seven Board Members are eligible signatories for payment authorization.

## **VI. MEETINGS**

A. The Board shall meet no less than yearly. Meetings shall be called by the Chair with no less than ten days written notice to the members of the date, time, place and agenda of the meeting. An emergency meeting may be called by three members of the Board with three days written notice to all members and telephone confirmation. All meetings shall be open to the public except for those exclusions allowed in the State of Washington Open Public meetings Act.

B. Attendance via Speakerphone (AVS). From time to time, a Board Member will not be able to be physically present at a Board meeting, but will want to be involved in the discussion and/or decision on agenda items. Attendance via speakerphone should be the rare exception and AVS is limited to two times per year per Board Member. The procedure and guidelines for permitting a Board Member to attend a Council meeting via speaker phone are as follows.

- 1) Items on the agenda are time sensitive, and AVS is needed for a quorum;
- 2) Items on the agenda re of very high importance to the Board Member that cannot be physically present;
- 3) The Board Member attending via speakerphone must be able to hear the discussion taking place during the meeting and must be able to be heard by all present at the meeting.

C. In cases of natural disaster, war, or other public emergency it may be necessary for all members of the Board to attend a meeting by speakerphone. The Board Chair, or in the case of the inability to contact the Chair, any Board officer, may call for such a meeting. Notice requirements shall remain as above. Any Board Member or member of the public may choose to attend the meeting place where the speakerphone is located.

*(Section VI. Amended by the addition of subsections B. and C., October 4, 2006)*

## **VII. QUORUM**

The presence of four members of the Board at a meeting shall constitute a quorum.



## **VIII. RESOLUTIONS**

The board may adopt by a majority vote of the Board resolutions as needed, provided that notice of the proposed resolution complies with the requirements of Section V of these bylaws. An emergency resolution may be adopted without the notice required in Section V of these bylaws by an affirmative vote of five members of the Board.

## **IX. RECORDS**

A permanent location shall be established for maintenance and storage of correspondence, minutes and other record of the Board. Until and unless changed by a majority vote of the Board, the permanent storage location shall be the King County Office of Records and Elections.

## **X. ROBERTS' RULES**

Except as provided herein or as amended by a majority vote of the Board, all business shall be conducted according to Roberts' Rules of Order.

**XI. AMENDMENT**

These bylaws may be amended by a majority vote of the Board.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

Board Members

\_\_\_\_\_  
Carolyn Edmonds, King County

\_\_\_\_\_  
Sandy Guinn, City of Bothell

\_\_\_\_\_  
Kathy Lambert, King County

\_\_\_\_\_  
Tim Olsen, City of Bothell

\_\_\_\_\_  
Dave Gossett, Snohomish County

\_\_\_\_\_  
Elodie Morse, City of Kenmore

\_\_\_\_\_  
Robert Miller, City of Woodinville

**BYLAWS OF THE GOVERNING BOARD  
NORTHSHORE PARK & RECREATION SERVICE AREA (“NPRSA”)**

**ARTICLE I. PURPOSES**

**ARTICLE II. DEFINITIONS; CONFLICTING PROVISIONS**

**ARTICLE III. OFFICES**

**ARTICLE IV. BOARD AND COMMITTEES**

**ARTICLE V. OFFICERS**

**ARTICLE VI. STAFF AND CONSULTANTS**

**ARTICLE VII. FINANCES AND RECORDS**

**ARTICLE VIII. ETHICS**

**ARTICLE IX. SEVERABILITY; AMENDMENTS TO BYLAWS**

**Article I. PURPOSES**

This governing board (hereafter called the “Board”) is hereby formed pursuant to approval of the voters on September 20, 1988, of the Northshore Park and Recreation Service Area (hereinafter called the “NPRSA”), a quasi-municipal corporation with taxing authority under Article 7, Sections 1 and 2 of the Washington State Constitution, formed for the purposes authorized by RCW Chapter 36.68, and pursuant to the interlocal agreement (hereinafter called the “Agreement”) entered into by King County, Snohomish County, City of Bothell, City of Kenmore and the City of Woodinville for this purpose.

**Article II. DEFINITIONS; CONFLICTING PROVISIONS**

All capitalized terms used and not otherwise defined in the Bylaws shall have the meaning set forth in the Agreement. In the event of a conflict between a provision of the Bylaws and a provision of the Agreement, the provision of the Agreement shall prevail. Similarly, in the event of a conflict between a provision of the Bylaws and, if in existence, any provision of the Administering Agency Interlocal Agreement (hereinafter called the “AAILA”) entered into by the NPRSA, the provision of the AAILA shall prevail.

**Article III. OFFICES**

The property and buildings owned by the NPRSA are located at:  
10201 E Riverside Dr  
Bothell, WA 98011

While the AAILA is in effect, the principal office and place of business of the NPRSA is located at:

Bothell City Hall  
18415 101st Ave NE  
Bothell, WA 98011

While the AAILA is in effect, notice of official business should be emailed to [nprsa@bothellwa.gov](mailto:nprsa@bothellwa.gov).

#### **Article IV. BOARD AND COMMITTEES**

##### **Section 4.01 General Powers.**

The business and affairs of the NPRSA shall be managed by its Board, which shall be deemed a "Board of Directors" as that term is used in RCW 24.06.125. In addition to its other powers and authority set forth in the Agreement and subject to applicable law, the terms of the Agreement or the terms of any gift, devise, bequest or other transfer, the Board shall have the full power, in its sole discretion, to change the form of any investment and, for that or other purpose of the NPRSA, to dispose of any property held by the NPRSA. The Board shall have the right to employ or retain persons or entities to carry out the purposes of the NPRSA, including but not limited to attorneys, consultants, engineers, contractors, and accountants.

##### **Section 4.02 Membership.**

In accordance with the terms of the Agreement, the Board shall be composed of two (2) King County Councilmembers, one (1) Snohomish County Councilmember, two (2) City of Bothell Councilmembers, one (1) City of Kenmore Councilmember, and one (1) City of Woodinville Councilmember, who shall be selected according to the terms of Section 1A in the Agreement.

##### **Section 4.03 Designation and Qualifications of Alternates.**

In the event a Board Member is absent or unable to serve, a designated Alternate shall have the full rights and privileges of the absent Board Member. In accordance with the terms of Article I Section B of the Agreement, the appointing Member Agency may designate alternates to serve as a Board Member by resolution or motion. Alternates must meet the qualifications of Article I Section A of the Agreement and currently hold elected office at the designating Member Agency. All written designations are to be provided to the Chair of the Board and shall remain in effect until revoked in writing by the designating Member Agency.

##### **Section 4.04 Tenure.**

Unless the Board Member resigns or is removed in accordance with these Bylaws, each Board Member shall hold office until replaced by the designating Member Agency pursuant to Article I Section A of the Agreement. Notwithstanding the foregoing, no Board Member shall continue in that capacity if he or she no longer holds a position that qualifies him or her for the seat.

Section 4.05 Resignation; Removal.

A Board Member may be removed by the designating Member Agency which he or she represents, and an individual Board Member may personally resign at any time. Resignation shall be effective upon the Board Member or the Member Agency delivering written notice to the Chair or, if the Chair is resigning, to the Vice-Chair.

Section 4.06 Vacancies.

Any vacancy occurring on the Board shall be filled by the appropriate Member Agency, as listed in the Agreement.

Section 4.07 Meetings and Emergency Meetings.

The Board shall meet no less than twice annually. Regular and Special Meetings shall be called by the Chair or Executive Director with no less than 24 hours written notice to the members of the date, time, place, and agenda of the meeting. An emergency meeting may be called by the Chair, Executive Director, or three members of the Board with written notice to all members and telephone confirmation. All meetings of the Board shall be open to the public as and to the extent required by the Agreement, the Open Public Meetings Act (Chapter 42.30 RCW) and other applicable law.

Section 4.08 Quorum.

The presence of at least 50% of the voting membership as set forth in the Agreement, shall constitute a Quorum for the purposes of holding a Board meeting and conducting the business of the Board. Non-voting, ex-officio members do not count toward meeting quorum provisions.

Section 4.09 Remote Meeting Participation.

The Board and all committees and subcommittees shall be authorized to meet by telephone conference or through other electronic communications media, so long as all the members can simultaneously hear each other and participate during the meeting, and provided that the organization ensures access to the public when required per OPMA. When setting the agenda, the Chair is responsible for establishing the primary media or method of meeting. Participation in a meeting pursuant to this Section shall constitute presence in-person at such meeting.

Section 4.10 Manner of Acting and Voting.

All Board decisions, with the exception of amending Bylaws as specified in Article IX, require a Simple Majority Vote of a quorum for approval. Each member of the Board shall have one (1) vote. A Board Member may not split their vote on an issue. No voting by proxies or mail-in ballots is allowed. Should a Board Member choose to abstain from voting, the Board Member is to announce their reason for abstaining for the record.

Section 4.11 Agendas.

Agendas will be determined by the Board Chair and distributed to Board Members at least twenty-four hours prior to the meeting. The Board may consider all matters that may properly be brought before the Board without prior notice being given to the members. However, no action may be taken on any item not appearing on the agenda. If the Board wishes to add an item to the agenda on the day of the meeting it requires a motion, second, and a simple majority vote of those members present. Items are prohibited from being added to Special meetings pursuant to the State of Washington Open Public Meetings Act.

Section 4.12 Rules of Order.

Robert's Revised Rules of Order or most current version shall govern any proceeding of the Board to the extent not inconsistent with these Bylaws or the Agreement. The Board may act by voice votes called for by the Chair. Any Board Member may request a recorded tabulation of votes either immediately before their vote is taken or immediately after the voice vote is taken.

Section 4.13 Advisory and Board Committees.

The Board may create standing, special, or advisory committees to the Board or the Executive Director, as it deems appropriate. Members of such committees to the Board shall be appointed by the Board, while members of such committees to the Executive Director shall be appointed by the Executive Director and Chair. The Advisory and Board committees shall select and appoint their own Committee Chair. Persons who serve as members of any committee are not required to be Board Members or elected officials. The Board shall attempt to appoint committee members in a manner that encourages diversity of representation that reflects the diversity among Member communities. The designation of any standing or special committee, and the delegation to them of any authority, shall not relieve the Board, or any Board Members of any responsibility imposed by law. No committee shall have the authority to take any action on behalf of the Board.

Section 4.14 Compensation.

Members of the Board do not receive compensation from the NPRSA for their service on the Board. From time to time, a member of the Board may receive travel and food expenses if travelling on approved business on behalf of the Board.

**Article V. OFFICERS**

Section 5.01 Number and Terms.

The Board shall have, at minimum, a Chair and Vice-Chair who shall be elected by the Board by a majority vote. The Chair and Vice-Chair shall serve a two-year term, starting in April of each year. There is no limit on the number of terms the Chair and Vice-Chair can serve. Such other officers, as may be deemed necessary or appropriate, may be appointed from time to time by the Board.

Section 5.02 Chair Duties.

The Chair shall be responsible for establishing the agenda for each meeting and convening and presiding over each meeting. The Chair, or designee, shall:

- A. Preside at regular and special meetings and may call regular and special meetings of the Board;
- B. Select the site, agenda, and method for all meetings;
- C. Arrange for preparation and mailing or delivery of all meeting notices to Board Members;
- D. Arrange the maintenance and circulation of minutes of the meetings of the Board;
- E. Act as the spokesperson for the NPRSA;
- F. Execute documents on behalf of the Board;
- G. Sign agreements on behalf of the Board provided the agreements were approved by the majority of the Board; and
- H. Such other duties as identified in the Agreement and as may be delegated from time to time by the Board.

Section 5.03 Vice-Chair Duties.

The Vice-Chair shall perform the duties of the Chair in the absence of the Chair. When so acting, the Vice-Chair shall have all the powers of and be subject to all the restrictions upon the role of the Chair. The Vice-Chair shall perform other duties as, from time to time, may be assigned by the Chair or the Board.

Section 5.04 Resignation.

Any officer may resign at any time by delivering written notice to the Chair, or if the Chair is resigning, to the Vice-Chair. Any such resignation shall take effect at the time specified in the notice or, if the time is not specified, upon delivery of the resignation.

Section 5.05 Vacancies.

Vacancies in any office may be filled by the Board at any regular or special meeting.

**Article VI. STAFF AND CONSULTANTS**

The Board shall be authorized to hire or retain staff, legal counsel, independent accountants, auditors, and other consultants as it may deem necessary. Staff and consultants may be retained in such manner as the Board may determine, subject to Article I Section E of the Agreement. At minimum, the Board shall strive to retain an Executive Director and a Clerk. Staff and consultants are not considered ex-officio members of the Board.

Section 6.01 Executive Director.

The Board should appoint the Executive Director by resolution. The Executive Director shall:

- A. Develop the budget for approval by the Board;
- B. Execute board approved operating policies and financial policies on behalf of the NPRSA;
- C. Manage the development of proposed Work Plans;
- D. Oversee and direct implementation of approved Work Plans and provide direction to the Board; and
- E. Prepare and provide monitoring reports to the Board regarding budget and work plan progress.

Section 6.02 Clerk.

The Board should appoint a Clerk. The Clerk shall:

- A. Keep or cause to be kept, the minutes of the proceedings of the Board;
- B. Give notices in accordance with the provisions of these Bylaws and as required by law;
- C. Act as custodian of the NPRSA records;
- D. Charge and custody of and be responsible for maintaining or overseeing maintenance of correct and complete financial books and records of the NPRSA; and
- E. Perform such other duties as from time to time may be assigned by the Board.

**Article VII. FINANCES AND RECORDS**

All contributions, income to and disbursements of the NPRSA shall be recorded in appropriate books and records and comply with the terms of the Agreement, the most recent Fiscal and Debt Policies, and applicable State law.

Section 7.01 Execution of Agreements and Other Instruments.

Except as otherwise provided by the Financial and Procurement Policies or resolution of the Board authorizing the execution thereof, all agreements, deeds, leases, transfers, and other written instruments shall be executed on behalf of the NPRSA by the Chair, or the Executive Director, after approval from the Board.

Section 7.02 Budget.

The budget of the NPRSA shall follow the financial and budgetary procedures set forth in the Agreement, state law, and the most updated version of the NPRSA's Financial and Debt policies. An annual budget of proposed receipts, operating income and expenditures shall be prepared and submitted to the Board for its approval prior to the beginning of the fiscal year in which that budget will take effect.



Section 7.03 Public Records.

The NPRSA shall keep correct and complete books and records of account, minutes of the proceedings of the Board, and any committees designated by the Board, and such other records as may be necessary or advisable. All public records are subject to the Public Records Act, chapter 42.56 RCW.

**Article VIII. ETHICS**

The NPRSA, its Board Members, committee members, staff, and consultants shall be subject to and comply with the requirements of chapter 42.23 RCW ("Code of Ethics for Municipal Officers - Contract Interests") as the same may be amended or replaced from time to time.

**Article IX. SEVERABILITY; AMENDMENTS TO BYLAWS**

If any provision of these Bylaws is found, in any action, suit or proceeding, to be invalid or ineffective, the validity and the effect of the remaining provisions shall not be affected. These Bylaws may be adopted, altered, amended or repealed, and new Bylaws may be adopted, all by Supermajority Vote (2/3) of the Board.

The undersigned, being the Chair and Vice-Chair of the Board of the NPRSA, does hereby certify that the above and foregoing Bylaws of the NPRSA were duly adopted at a meeting held on October 21, 2020 by an affirmative vote of no less than two-thirds of the Board, and that the same now constitute the Bylaws of the NPRSA. By this action, the Board hereby amends and restates the Bylaws of the NPRSA adopted by Board Minute Order No. MO-20-07 on October 21, 2020.

These Bylaws are dated this 21st day of October, 2020.

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James McNeal, NPRSA Chair

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Tom Agnew, NPRSA Vice-Chair

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**TO:** Chair McNeal and Members of the NPRSA Board

**FROM:** Carly Joerger, Levy Coordinator (Presenter)

**DATE:** October 21, 2020

**SUBJECT:** Consideration of Agreement # A-20-04, with the Department of Commerce for the 2020 Local and Community Projects Program grant in the amount of \$490,000.

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**POLICY CONSIDERATION:** This item asks the Board to consider approving an agreement with the Department of Commerce for the 2020 Local and Community Projects Program Grant in the amount of \$490,000 and authorizing the Executive Director to execute the agreement.

**HISTORY:** In June, 2019 the NPRSA was awarded a \$500,000 grant appropriation in the Washington Department of Commerce 2019-2021 Capital Budget for repairs to the buildings owned by the NPRSA. The Department of Commerce grant has been a topic of discussion at several of the NPRSA meetings since the time of award. Most recently, at the September 16, 2020 meeting, the Board was able to satisfy one of the Department of Commerce's pre-contract requirements by approving a budget and scope of work for the grant funding (see Att-2 DOC Grant Budget).

**DISCUSSION:** In order to receive the \$490,000 of grant funds awarded to the NPRSA (\$10,000 from the original \$500,000 award is retained as an administrative fee), the Board needs to execute an agreement with the Department of Commerce (see Att-1). The agreement establishes the Department of Commerce as the grantor and the NPRSA as the grantee. It sets forth the NPRSA's budget and scope of work for the capital repairs using the grant funds. It details the procedures for submitting expenses and receiving reimbursement, in addition to other terms.

**FISCAL IMPACTS:** This item is included in the 2020 budget and 2021 draft budget. The grant is available on a reimbursement only basis, meaning the NPRSA will need to set aside enough funds to cover capital repair expenses before submitting for reimbursement.

**ATTACHMENTS:** Att-1. Agreement with the Department of Commerce for the 2020 Local and Community Projects Program grant in the amount of \$490,000.

Att-2. DOC Grant Budget

**RECOMMENDED ACTION:** Move to approve Agreement # A-20-04, with the Department of Commerce for Capital Repairs Grant in the amount of \$500,000 and authorize the Executive Director to execute the agreement.



**Grant to**

Northshore Parks and Recreation Service Area

through

The 2020 Local and Community Projects Program

**For**

Funds will be used for renovations to the Northshore Senior and Adult Day Health Centers.

**Start date:** 7/1/2019

DRAFT

**TABLE OF CONTENTS**

Face Sheet ..... 1

Special Terms and Conditions ..... 2

    1. Grant Management ..... 2

    2. Compensation ..... 2

    3. Certification of Funds Performance Measures ..... 2

    4. Prevailing Wage Law ..... 3

    5. Documentation and Security ..... 3

    6. Basis for Establishing Real Property Values for Acquisitions of Real Property .... 4

    7. Expenditures Eligible for Reimbursement ..... 4

    8. Billing Procedures and Payment ..... 4

    9. Subcontractor Data Collection ..... 5

    10. Insurance ..... 5

    11. Order of Precedence ..... 6

    12. Reduction in Funds ..... 7

    13. Ownership of Project/Capital Facilities ..... 7

    14. Change of Ownership or Use for GRANTEE-Owned Property ..... 7

    15. Change of Use for Leased Property Performance Measure ..... 7

    16. Modification to the Project Budget ..... 8

    17. Signage, Markers and Publications ..... 8

    18. Historical and Cultural Artifacts ..... 8

    19. Reappropriation ..... 9

    20. Termination for Fraud or Misrepresentation ..... 9

General Terms and Conditions ..... 1

    1. Definitions ..... 1

    2. Access to Data ..... 1

    3. Advance Payments Prohibited ..... 1

    4. All Writings Contained Herein ..... 1

    5. Amendments ..... 1

    6. Americans with Disabilities Act (ADA) ..... 2

    7. Assignment ..... 2

    8. Attorney’s Fees ..... 2

    9. Audit ..... 2

    10. Confidentiality/Safeguarding of Information ..... 3

    11. Conflict of Interest ..... 3

    12. Copyright Provision ..... 4

    13. Disputes ..... 4

    14. Duplicate Payment ..... 5

    15. Governing Law and Venue ..... 5

    16. Indemnification ..... 5

    17. Independent Capacity of the Grantee ..... 5

    18. Industrial Insurance Coverage ..... 5

    19. Laws ..... 6

    20. Licensing, Accreditation and Registration ..... 6

    21. Limitation of Authority ..... 6

    22. Noncompliance with Nondiscrimination Laws ..... 6

    23. Pay Equity ..... 6

    24. Political Activities ..... 7

    25. Publicity ..... 7

    26. Recapture ..... 7

    27. Records Maintenance ..... 7

    28. Registration with Department of Revenue ..... 7

|     |                                  |    |
|-----|----------------------------------|----|
| 29. | Right of Inspection.....         | 7  |
| 30. | Savings.....                     | 8  |
| 31. | Severability.....                | 8  |
| 32. | Site Security.....               | 8  |
| 33. | Subgranting/Subcontracting.....  | 8  |
| 34. | Survival.....                    | 8  |
| 35. | Taxes.....                       | 8  |
| 36. | Termination for Cause.....       | 8  |
| 37. | Termination for Convenience..... | 9  |
| 38. | Termination Procedures.....      | 9  |
| 39. | Treatment of Assets.....         | 10 |
| 40. | Waiver.....                      | 10 |

Attachment A, Scope of Work; Attachment B, Budget; Attachment C, Availability of Funds;  
Attachment D Certification of Prevailing Wages; Attachment E, Certification of LEED

DRAFT



**FACE SHEET**

Grant Number: 20-96627-175

**Washington State Department of Commerce  
Local Government Division  
Community Capital Facilities Unit**

|   |  |  |                                 |                       |                    |     |     |
|---|--|--|---------------------------------|-----------------------|--------------------|-----|-----|
| <b>1. GRANTEE</b><br><br>Northshore Parks and Recreation Service Area<br>10201 E. Riverside Drive<br>Bothell, Washington 98011  |  | <b>2. GRANTEE Doing Business As (optional)</b>   |                                 |                       |                    |     |     |
| <b>3. Grantee Representative</b><br><br>Carly Joerger<br>(425) 471-8949<br>Carly.Joerger@bothellwa.gov  |  | <b>4. COMMERCE Representative</b><br><br>Beth Robinson<br>Project Manager<br>(360) 549-6260<br>Fax 360-586-5880<br>Beth.Robinson@commerce.wa.gov <div style="float: right; text-align: right;">                     P.O. Box 42525<br/>                     1011 Plum Street SE<br/>                     Olympia, WA 98504-2525                 </div> |                                 |                       |                    |     |     |
| <b>5. Grant Amount</b><br>\$490,000.00  | <b>6. Funding Source</b><br>Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/> | <b>7. Start Date</b><br>7/1/2019   | <b>8. End Date</b><br>6/30/2023 |                       |                    |     |     |
| <b>9. Federal Funds (as applicable)</b><br>N/A  |  | <table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none;"><u>Federal Agency</u></td> <td style="width:50%; border: none;"><u>CFDA Number</u></td> </tr> <tr> <td style="border: none;">N/A</td> <td style="border: none;">N/A</td> </tr> </table>  |                                 | <u>Federal Agency</u> | <u>CFDA Number</u> | N/A | N/A |
| <u>Federal Agency</u>   | <u>CFDA Number</u>   |  |                                 |                       |                    |     |     |
| N/A   | N/A  |  |                                 |                       |                    |     |     |
| <b>10. Tax ID #</b><br>91-1705406   | <b>11. SWV #</b><br>Pending  | <b>12. UBI #</b><br>None   | <b>13. DUNS #</b><br>N/A        |                       |                    |     |     |
| <b>14. Grant Purpose</b><br><br>The outcome of this performance-based contract is for renovations to the Northshore Senior and Adult Day Health Centers as referenced in Attachment A – Scope of Work.  |  |  |                                 |                       |                    |     |     |
| COMMERCE, defined as the Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Certification of Availability of Funds to Complete the Project, Attachment “D” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “E” – Certification of Intent to Enter LEED process. |  |  |                                 |                       |                    |     |     |
| <b>FOR GRANTEE</b><br><br><hr/> James McNeal, Board Chair<br><br><hr/> Date   |  | <b>FOR COMMERCE</b><br><br><hr/> Mark K. Barkley, Assistant Director<br><br><hr/> Date<br><br><b>APPROVED AS TO FORM</b><br><br><hr/> <hr/> Date   |                                 |                       |                    |     |     |

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

THIS CONTRACT, entered into by and between Northshore Parks and Recreation Service Area (an area of local government hereinafter referred to as the GRANTEE), and the Washington State Department of Commerce (hereinafter referred to as COMMERCE), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2019, Chapter 413, Section 1042, made an appropriation to support the 2020 Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

**1. GRANT MANAGEMENT**

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

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

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

**2. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$490,000.00 for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

**3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES**

A. The release of state funds under this contract is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this contract.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

- vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
- vii) In-kind contributions, subject to COMMERCE'S approval.

**B.** The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE'S review upon reasonable request.

**4. PREVAILING WAGE LAW**

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

**5. DOCUMENTATION AND SECURITY**

The provisions of this section shall apply to capital projects performed by nonprofit organizations and public benefit corporations that involve the expenditure of over \$500,000 in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

- A. Deed of Trust.** This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of contract execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the grant as set forth in Section 2, hereof.
- B. Term of Deed of Trust.** The Deed of Trust shall remain in full force and effect for a period of ten (10) years following the final payment of state funds to the GRANTEE under this grant. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance.** The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Subordination.** COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES**

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

- a. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- b. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

**7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT**

The GRANTEE may be reimbursed, at the rate set forth elsewhere in this contract, for Project expenditures in the following cost categories:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
  - Site preparation and improvements;
  - Permits and fees;
  - Labor and materials;
  - Taxes on Project goods and services;
  - Capitalized equipment;
  - Information technology infrastructure; and
  - Landscaping.

**8. BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the GRANTEE for one hundred percent (100%) of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this contract, or within fifteen (15) days following the end of the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 19, hereof.

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

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

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

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

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

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

**9. SUBCONTRACTOR DATA COLLECTION**

GRANTEE will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**10. INSURANCE**

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The GRANTEE shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.
- C. The GRANTEE shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

**GRANTEES and Local Governments that Participate in a Self-Insurance Program.**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (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 pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, 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.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

**11. ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

- Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

**12. REDUCTION IN FUNDS**

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the contract accordingly.

**13. OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this contract. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this contract.

**14. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY**

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this contract, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 26 (Recapture provision) of the General Terms and Conditions.

**15. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE**

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 26 (Recapture provision) of the General Terms and Conditions.

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**16. MODIFICATION TO THE PROJECT BUDGET**

- A. Notwithstanding any other provision of this contract, the GRANTEE may, at its discretion, make modifications to line items in the Project Budget (Attachment B), hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Budget (Attachment B,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

**17. SIGNAGE, MARKERS AND PUBLICATIONS**

If, during the period covered by this contract, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

**18. HISTORICAL AND CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Contract, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 05-05, where applicable, or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources s discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, GRANTEE shall, in accordance with Governor's Executive Order 05-05, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.



**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

The GRANTEE shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the GRANTEE finds it necessary to amend the Scope of Work the GRANTEE may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

**19. REAPPROPRIATION**

- A. The parties hereto understand and agree that any state funds not expended by June 30, 2021 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

**20. TERMINATION FOR FRAUD OR MISREPRESENTATION**

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**1. DEFINITIONS**

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "GRANTEE" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- G. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- H. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

**2. ACCESS TO DATA**

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

**3. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

**4. ALL WRITINGS CONTAINED HEREIN**

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

**5. AMENDMENTS**

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the “ADA” 28 CFR Part 35**

The GRANTEE 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.

**7. ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

**8. ATTORNEYS’ FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys fees and costs.

**9. AUDIT**

**A. General Requirements**

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

**B. State Funds Requirements**

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE’s records must be available for review by COMMERCE.

**C. Documentation Requirements**

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE’s fiscal year(s) by sending a scanned copy to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov) or a hard copy to:

Department of Commerce  
ATTN: Audit Review and Resolution Office  
1011 Plum Street SE  
PO Box 42525  
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

**10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A.** “Confidential Information” as used in this section includes:
1. All material provided to the GRANTEE by COMMERCE that is designated as “confidential” by COMMERCE;
  2. All material produced by the GRANTEE that is designated as “confidential” by COMMERCE; and
  3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. “Personal information” includes but is not limited to information related to a person’s name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver’s license number and other identifying numbers, and “Protected Health Information” under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B.** The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**11. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The GRANTEE and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant. Any person identified by the GRANTEE and their subcontractors(s) must be identified

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the contract by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

**12. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE 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. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, 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 Grant. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

**13. DISPUTES**

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

**14. DUPLICATE PAYMENT**

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

**15. GOVERNING LAW AND VENUE**

This Grant 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 the Superior Court for Thurston County.

**16. INDEMNIFICATION**

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subgrantee's/subcontractor's performance or failure to perform the Grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

**17. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

**18. INDUSTRIAL INSURANCE COVERAGE**

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

**19. LAWS**

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

**20. LICENSING, ACCREDITATION AND REGISTRATION**

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**21. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative'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 Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

**22. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein. The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

**23. PAY EQUITY**

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
  - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

**24. POLITICAL ACTIVITIES**

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**25. PUBLICITY**

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**26. RECAPTURE**

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

**27. RECORDS MAINTENANCE**

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

GRANTEE 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 Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, 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.

**28. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

**29. RIGHT OF INSPECTION**

The GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all



**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

**30. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

**31. SEVERABILITY**

The provisions of this Grant 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 Grant.

**32. SITE SECURITY**

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**33. SUBGRANTING/SUBCONTRACTING**

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

**34. SURVIVAL**

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

**35. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

**36. TERMINATION FOR CAUSE**

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (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 COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

**37. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

**38. TERMINATION PROCEDURES**

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

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

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

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;

4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

**39. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

**40. WAIVER**

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 this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

**Scope of Work**

Funds awarded under this grant shall be used for renovations to the Northshore Senior Center and Adult Day Health Center located at 10201 East Riverside Drive in Bothell.

Renovations will include but not be limited to replacing the fire alarm system panel, roller safety door and water heater. Flooring will also be replaced as well as areas of wood rot throughout the building.

These renovations will ensure a safe and welcoming place for all seniors that seek services from the senior center.

Renovations began Spring 2019 and are anticipated to be complete June 2021.

All project work completed with prior legislative approval. The "Copyright Provisions", Section 12 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

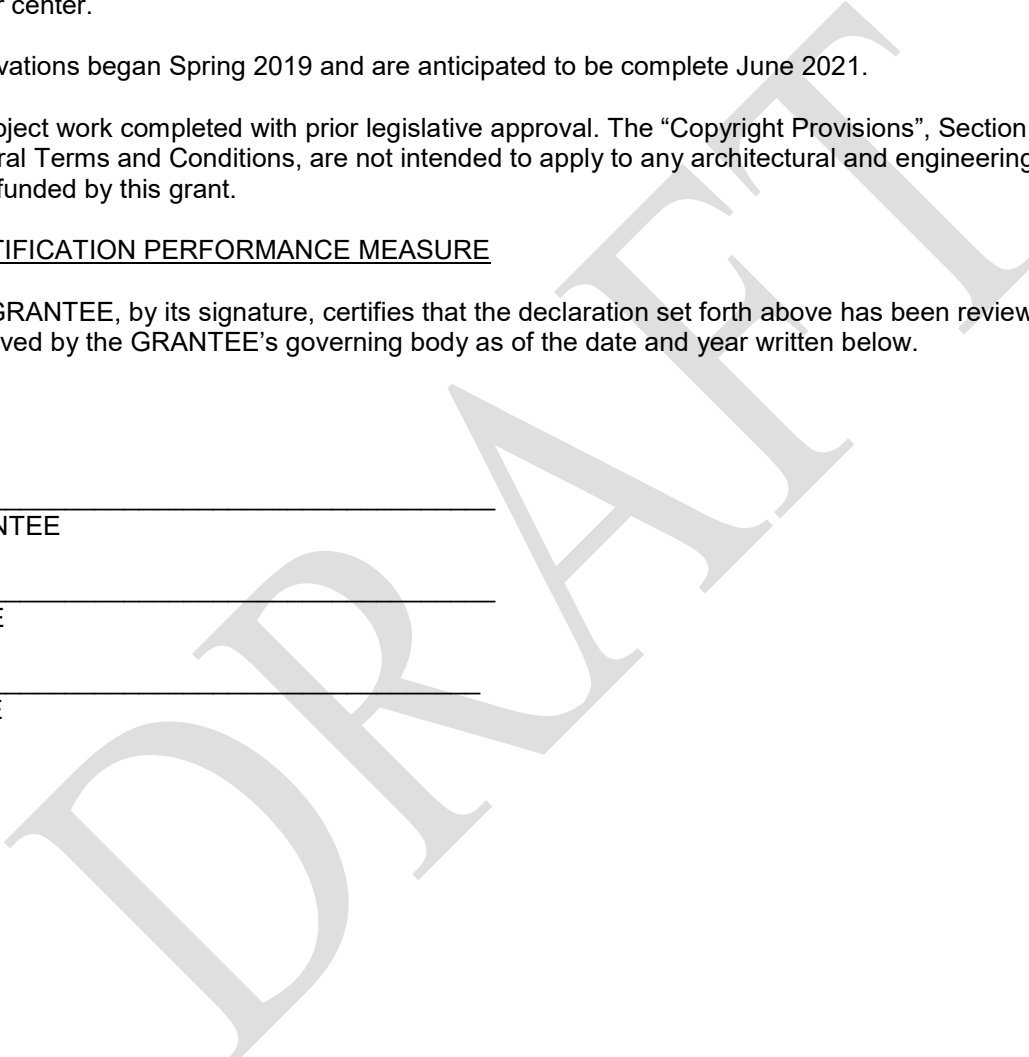
CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



**Budget**

| <b>Line Item</b>                | <b>Amount</b>         |
|---------------------------------|-----------------------|
| Construction Management         | \$238,000.00          |
| Construction                    | \$1,159,000.00        |
| Capitalized Equipment           | \$271,152.00          |
| <b>Total Contracted Amount:</b> | <b>\$1,668,152.00</b> |

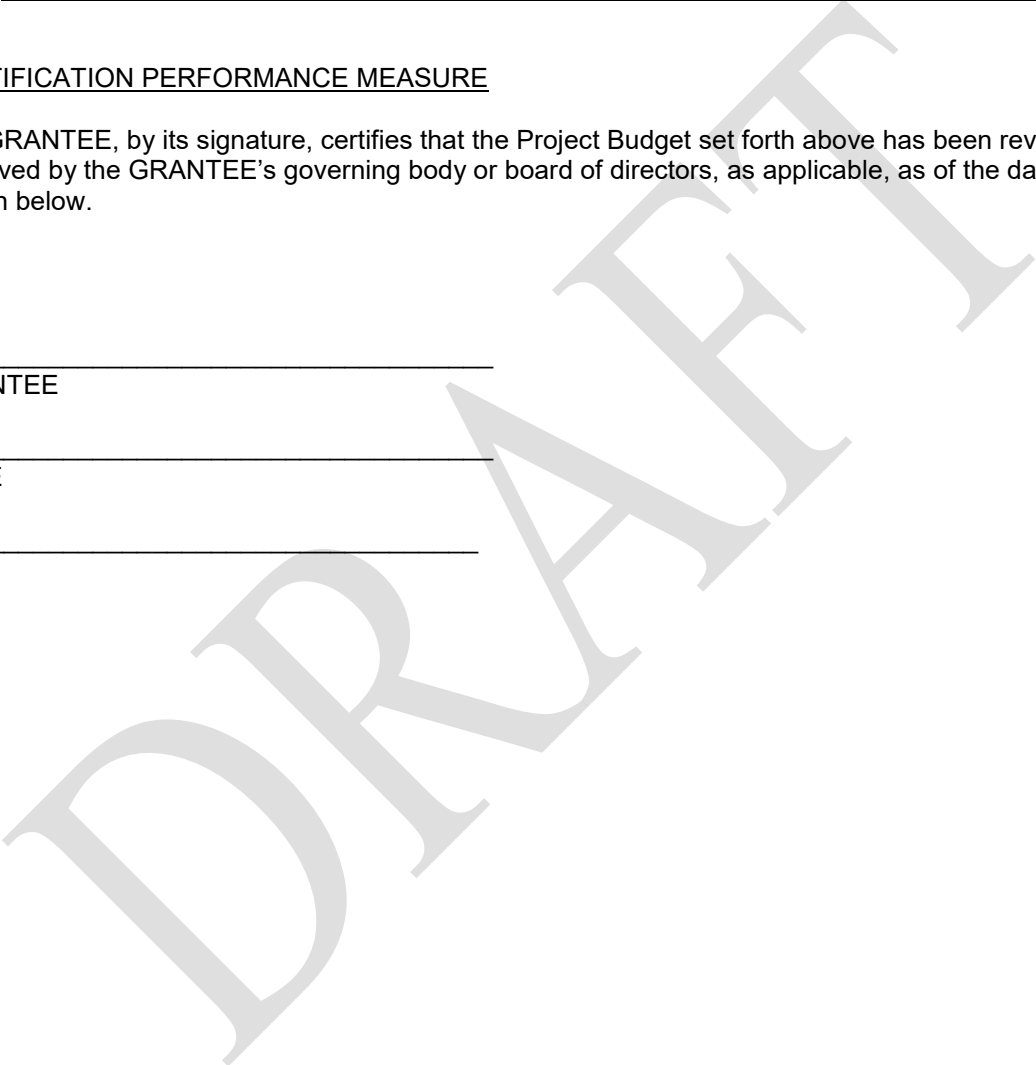
CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



**Certification of the Availability of Funds to Complete the Project**

| <b>Non-State Funds</b>                   | <b>Amount</b>  | <b>Total</b>          |
|--|----------------|-----------------------|
| Local Levy                               | \$1,178,152.00 |                       |
| Total Non-State Funds                    | \$1,178,152.00 | \$1,178,152.00        |
| <b>State Funds</b>                       |                |                       |
| State Capital Budget                     | \$490,000.00   | \$490,000.00          |
| <b>Total Non-State and State Sources</b> |                | <b>\$1,668,152.00</b> |

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**Certification of the Payment and Reporting of Prevailing Wages**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as of May 21, 2019, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

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GRANTEE

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TITLE

\_\_\_\_\_  
DATE

DRAFT

**Certification of Intent to Enter the  
Leadership in Energy and Environmental Design (LEED) Certification Process**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this contract. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

**Not Practicable Exemption**

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

DRAFT



**NPRSA Department of Commerce Grant Project Budget**

| <b>Scope of Work</b>            | <b>Total Estimated<br/>Project Cost</b> | <b>Grant Portion</b> | <b>Dedicated Levy<br/>Match</b> |
|---------------------------------|---|----------------------|---------------------------------|
| Fire Safety Equipment           | \$ 31,152.03                            | \$ 31,152.03         | \$ -                            |
| Flooring Replaced               | \$ 140,000.00                           | \$ 140,000.00        | \$ -                            |
| Sump Pump                       | \$ 300,000.00                           | \$ 300,000.00        | \$ -                            |
| Balcony Floor                   | \$ 7,000.00                             | \$ 7,000.00          | \$ -                            |
| Design Services                 | \$ 20,000.00                            | \$ 11,847.97         | \$ 8,152.03                     |
| Roof, HVAC, siding, and windows | \$ 1,190,000.00                         | \$ -                 | \$ 1,190,000.00                 |
| <b>TOTAL</b>                    | <b>\$ 1,688,152.03</b>                  | <b>\$ 490,000.00</b> | <b>\$ 1,198,152.03</b>          |

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**TO:** Chair McNeal and Members of the NPRSA Board

**FROM:** Kellye Mazzoli, NPRSA Executive Director  
 Carly Joerger, Levy Coordinator (Presenter)

**DATE:** October 21, 2020

**SUBJECT:** Discussion of Draft 2021 Budget Priorities and Work Plan

**POLICY CONSIDERATION:** This item asks the Board to discuss the draft 2021 Budget Priorities and Work Plan. The discussion will aid staff in preparing the 2021 Budget for the Board to consider at the November 18, 2020 meeting.

**HISTORY:**

| DATE                      | ACTION   |
|---------------------------|--|
| <b>NOVEMBER 20, 2019</b>  | NPRSA Board adopts the 2020 Budget (R-19-02)   |
| <b>AUGUST 19, 2020</b>    | NPRSA Board amends 2020 Budget to include expenses for administrative services to the City of Bothell, per the ILA (R-20-02) |
| <b>SEPTEMBER 16, 2020</b> | NPRSA Board discussed the 2021 budget priorities   |

**2020 NPRSA Budget (Overview)**

The NPRSA has an annual budget comprised of three funds; the general fund, construction fund, and bond fund. This section provides an overview of each fund and budgeted amounts for 2020. The complete 2020 Adopted Budget can be found in Attachment 1 – 2020 NPRSA Budget.

*The Construction Fund*

The Construction Fund was created to sell a piece of the NPRSA property in order to fund the construction of the pedestrian skybridge. Less than \$200 remains in this fund which accrues around \$10 in interest each year. There were no planned expenditures in 2020.

*The Bond Fund*

The NPRSA has outstanding bonds that were issued in 2001 to build what is now the Adult Day Health and Wellness Center. The bonds were refinanced in 2010. The NPRSA makes payments on the bonds using revenue generated from a property tax levy which totals around \$300,000 per year. The refinanced bonds will mature in December of 2021, with a final principal and interest payment of approximately \$300,000.

*The General Fund*

The General Fund is the primary operating fund of the NPRSA. There are four main sources of revenue that contribute to the General Fund, totaling \$1,900,000 in 2020 budgeted revenues:

1. Investment interest – the amount fluctuates based on the fund balance with budgeted amounts between \$200-\$700 per year.
2. Grants – NPRSA was awarded a \$500,000 reimbursement-based grant from the Department of Commerce.
3. Member Agency Contributions – Per the NPRSA ILA, Member Agencies contribute a combined total of \$15,100 per year.
4. Property Taxes – Revenue from the 2019 levy totals an estimated \$1,400,000 per year.

All transactions of the NPRSA, other than payments on the bonds, are expended from the General Fund. This includes any consultants, administrative services, election costs, insurance, and capital outlay, to name a few. In 2019, total expenditures were budgeted at \$1,612,500.

**DISCUSSION:** Based on the Board's discussion at the September 16, 2020 meeting, staff are preparing a 2021 budget for the Board to consider at the November 18, 2020 meeting. This item asks the Board to discuss the proposed 2021 Budget Priorities and Work Plan and provide direction to staff. This agenda bill presents the 2021 Budget Priorities and Work Plan for the Board to discuss.

**2021 Budget Priorities**

At the September 16, 2020 meeting, staff heard the Board place value on fostering a sense of community for those who spend time in the Senior Center, practicing good stewardship of public funds, maintaining fiscal responsibility, ensuring safe buildings that can serve the community long-term, and appreciation for the NPRSA's unique role in serving the cultural, recreational, and health needs of the Northshore community at large. Based on this discussion,

staff are preparing a 2021 budget for the Board to consider based on three priorities; Community Connection and Service, Risk Mitigation and Fiscal Responsibility, and Capital Repairs and Safe Facilities. The next section of the agenda bill details a proposal for how to allocate NPRSA resources in the General Fund to advance these priorities.

**2021 NPRSA Work Plan**

**COMMUNITY CONNECTION & SERVICE**

*The NPRSA provides a space for Northshore community members to feel valued, cared for, and a sense of belonging.*

| ACTIVITY   | COST                          |
|--|-------------------------------|
| Create an ad-hoc committee or focus group of seniors to advise on selection of materials for certain repairs | Admin Services                |
| Explore opportunities for creative placemaking (i.e. public art installation/integration in building)        | Admin Services                |
| Explore conducting a needs survey of seniors in the Northshore Area  | Admin Services                |
| Maintain and improve NPRSA Website to include additional information   | \$260/year and Admin Services |

**RISK MITIGATION & FISCAL RESPONSIBILITY**

*The NPRSA meets its obligations as a special district and manages finances and assets wisely and effectively.*

| ACTIVITY   | COST           |
|--|----------------|
| Implement a Public Records Management Program                    | Admin Services |
| Review insurance on buildings for sufficient coverage            | Admin Services |
| Participate in State Audit of the NPRSA                          | Admin Services |
| Negotiate and renew NPRSA-Tenant Agreement                       | Admin Services |
| Administer Department of Commerce grant                          | Admin Services |
| Maintain Board Insurance coverage                                | \$1,300/year   |
| Legal Counsel (if not provided through ILA with City of Bothell) | \$10,000/year  |
| Review census data and recommend updates to ILA                  | Admin Services |

**CAPITAL REPAIRS & SAFE FACILITIES**

*The NPRSA ensure the safety, function, and legacy of its buildings.*

| ACTIVITY   | COST                           |
|--|--------------------------------|
| Implement the approved 2021 NPRSA Capital Repairs Plan (see Att-2) | \$1,700,000 and Admin Services |
| Establish process for tenant to request repairs                    | Admin Services                 |
| Begin developing preventative maintenance schedule                 | Admin Services                 |
| Begin developing capital reserves strategy                         | Admin Services                 |

The majority of the items in the proposed 2021 Draft Budget Priorities and Work Plan can be completed by the suite of administrative services the Board receives from the City of Bothell as the Administering Agency to the NPRSA. In 2020, the NPRSA paid the City of Bothell a total of \$195,000 for six months of services received. In 2021, the bill for these services will total \$349,879. Table 1, below, details the 2021 Administering Agency Services and Costs, which the NPRSA would be financially responsible for, per the interlocal agreement for administrative services between the NPRSA and the City of Bothell.

Table 1. 2021 Administering Agency Services and Costs

|                       | 2021       |                  |
|-----------------------|------------|------------------|
|                       | % to NPRSA | \$ to COB        |
| Exec Director         | 50%        | \$101,696        |
| Levy Manager          | 100%       | \$121,801        |
| City Clerk            | 5%         | \$7,714          |
| Deputy City Clerk     | 20%        | \$24,096         |
| Records Specialist    | 100%       | \$50,572         |
| Finance Consulting    | n/a        | \$2,000          |
| Facilities Consulting | n/a        | \$12,000         |
| Overhead              | n/a        | \$30,000         |
| <b>Total:</b>         |            | <b>\$349,879</b> |

**FISCAL IMPACTS:**

This item does not have a direct financial impact.

**ATTACHMENTS:**

Att-1 2020 NPRSA Budget

Att-2 2021 NPRSA Capital Repair Plan

**RECOMMENDED ACTION:** This item is for discussion by the Board and for Staff to receive input. Staff will prepare a future agenda item for Board action based upon the direction received.

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NORTHSHORE  
PARKS  
AND  
RECREATION  
SERVICE AREA  
(NPRSA)

**2020 BUDGET**

Approved on November 20, 2019  
Amended on August 19, 2020

**Northshore Park and Recreation Service Area  
10201 E. Riverside Drive  
Bothell, WA 98011**

**Board Members through 2020**

James McNeal, Chair City of Bothell  
 Tom Agnew City of Bothell  
 Joe Marshall City of Kenmore  
 Rod Dembowski King County  
 Kathy Lambert King County  
 Terry Ryan Snohomish County  
 Elaine Cook City of Woodinville

**Alternates through 2020**

Liam Olsen City of Bothell  
 Brent Smith City of Kenmore  
 Paula Waters City of Woodinville

**REVENUE AND EXPENDITURE SUMMARY BY FUND**

**NORTHSHORE PARKS AND RECREATION SERVICE AREA ESTIMATED 2020 BUDGET**

| <b>Fund</b>  | <b>Estimated<br/>Beg. Bal.</b> | <b>Estimated<br/>Revenues</b> | <b>Estimated<br/>Expenditures</b> | <b>Estimated<br/>End. Balance</b> |
|--------------|--------------------------------|-------------------------------|-----------------------------------|-----------------------------------|
| General      | \$ 31,826                      | \$ 1,901,000                  | \$ 1,612,500                      | \$ 320,326                        |
| Bond         | \$ 154,228                     | \$ 301,200                    | \$ 297,825                        | \$ 157,603                        |
| Construction | \$ 178                         | \$ 10                         | \$ -                              | \$ 188                            |
| <b>Total</b> | <b>\$ 186,232</b>              | <b>\$ 2,202,210</b>           | <b>\$ 1,910,325</b>               | <b>\$ 478,117</b>                 |

**GENERAL FUND 100:** This fund is the primary operating fund of the NPRSA. It accounts for financial resources except those required, or elected, to be accounted for in another fund.

**Revenues:** Interlocal governments are to fund the Northshore Park and Recreation Service Area as follows: King County 27%; Snohomish County 18%; the City of Bothell 29%; the City of Kenmore 17% and the City of Woodinville 9%. **Per a vote by the NPRSA Board, funding of \$15,100 is to be collected. Dollar amounts are: King County, \$4,077; Snohomish County, \$2,718; Bothell, 4,379; Kenmore, \$2,567 & Woodinville, \$1,359.** Due to very low interest rates, no investment interest revenues have been budgeted.

**Expenditures:** Independent contractors are to be paid to tend to the regular business of this organization. Costs of a 3-year-audit are to be conducted and paid to an outside auditing firm every third year. An accountability review is to be done each year. Monies for unplanned or unexpected expenses should be set aside each year.

**Fund Balances:** Other reserves are included in the budget according to board policy for unexpected discretionary costs. If unused, these fund balances expire at the end of the year. The NPRSA's fiscal policy requires an undesignated reserve of 5% of general fund revenues, a contingency of 2% of annual revenues, plus a reserve of 1% of annual revenues. As the annual revenues in the general fund are expected to be \$15,290, (for 2018: \$15,100 from inter-governmental collections plus \$190 from Investment Interest), the reserves of 5%, 2%, and 1% are calculated to be \$764.50, \$305.80, and \$152.90 respectively, totaling \$1,223.20.

| <b>GENERAL FUND - REVENUES &amp; RESOURCES</b> |            |             |                | <b>FUND 100</b> |  |
|--|------------|-------------|----------------|-----------------|--|
|  | 2018 FINAL | 2019 BUDGET | THRU 9/30/2019 | 2020 BUDGET     |  |
| 308.10 Beg. Reserved                           | \$ 1,224   | \$ 1,224    |                | \$ 1,223        |  |
| 308.80 Beg. Unreserved                         | \$ 12,043  | \$ 16,750   | \$ 17,974      | \$ 30,603       |  |
| <b>REVENUES:</b>                               |            |             |                |                 |  |
| 311.10 Property Taxes                          | \$ -       | \$ -        | \$ -           | \$ 1,400,000    |  |
| 337.19 Intergovernmental                       | \$ 13,741  | \$ 15,100   | \$ 10,721      | \$ -            |  |
| 337.19 State Dept of Commerce Grant            |            | \$ 500,000  |                | \$ 500,000      |  |
| 397.00 Transfers In                            |            | \$ 13,741   | \$ 13,741      | \$ -            |  |
| 361.11 Investment Interest                     | \$ 373     | \$ 190      | \$ 450         | \$ 1,000        |  |
| Total Revenues                                 | \$ 14,114  | \$ 29,031   | \$ 24,912      | \$ 1,901,000    |  |
| Total Resources                                | \$ 27,381  | \$ 47,005   | \$ 42,886      | \$ 1,932,826    |  |
| <b>GENERAL FUND - EXPENDITURES</b>             |            |             |                |                 |  |
|  | 2018 FINAL | 2019 BUDGET | THRU 9/30/2019 | 2020 BUDGET     |  |
| 576.10 Other Admin                             | \$ 8,000   | \$ 8,000    | \$ 4,000       | \$ 58,000       |  |
| 576.10 Accounting Services                     |            | \$ -        |                | \$ -            |  |
| 576.10 State Audit                             |            | \$ 6,000    | \$ 5,646       | \$ -            |  |
| 519.00 D&O Insurance                           | \$ 1,092   | \$ 1,092    | \$ 1,123       | \$ 1,300        |  |
| 576.10 Legal Fees                              |            |             |                | \$ 25,000       |  |
| 576.41 Professional Services                   |            | \$ 5,900    | \$ 9,900       | \$ 195,000      |  |
| 576.41 Election costs                          |            |             |                | \$ 130,000      |  |
| 576.10 Miscellaneous                           |            |             |                | \$ 1,000        |  |
| 576.90 Advertising                             | \$ 315     | \$ 260      | \$ 805         | \$ 1,000        |  |
| 548.10 Repair & Maintenance                    |            | \$ 18,445   |                | \$ -            |  |
| 576.60 Capital Outlay                          |            |             |                | \$ 1,200,000    |  |
| 576.35 Tools & Equipment                       |            | \$ 150      |                | \$ 1,200        |  |
| Total Expenditures                             | \$ 9,407   | \$ 39,847   | \$ 21,474      | \$ 1,612,500    |  |
| 508.10 Undesignated Reserve                    | \$ 400     | \$ 765      | \$ 400         | \$ 765          |  |
| 508.10 Contingency Reserve                     | \$ 160     | \$ 306      | \$ 160         | \$ 306          |  |
| 508.10 Additional Reserve                      | \$ 80      | \$ 153      | \$ 80          | \$ 153          |  |
| 508.80 Unreserved                              | \$ 23,243  | \$ 29,380   | \$ 23,243      | \$ 319,103      |  |
| TOTAL Ending Balance                           | \$ 17,974  | \$ 7,158    | \$ 21,412      | \$ 320,326      |  |

**Bond Fund 200:** The Bond Fund accounts for the accumulation of resources to pay principal, interest and related costs on general long-term debt.

**Revenues:** The NPRSA has historically levied property taxes to cover the principal and interest on the bonds.

**Expenditures:** The NPRSA has outstanding bonds originally issued in 2001. The 2001 bonds were refinanced in 2010. The refinanced bonds mature in December of 2021.

**Fund Balances:** Excess fund balance has accumulated from interest earnings.

| <b>BOND FUND - REVENUES / RESOURCES</b> |            |             |                | <b>FUND 200</b> |         |
|---|------------|-------------|----------------|-----------------|---------|
|   | 2018 FINAL | 2019 BUDGET | THRU 9/30/2019 | 2020 BUDGET     |         |
| 308.80 Beginning Balance                | \$ 147,197 | \$ 164,190  | \$ 164,190     | \$              | 154,228 |
| <b>REVENUES</b>                         |            |             |                |                 |         |
| 311.10 Property Taxes                   | \$ 308,388 | \$ 292,800  | \$ 160,060     | \$              | 297,400 |
| 361.11 Investment Interest              | \$ 4,354   | \$ 2,000    | \$ 3,779       | \$              | 3,800   |
| 397.00 Transfers In                     | \$ -       | \$ -        | \$ -           | \$              | -       |
| Total Revenues                          | \$ 312,742 | \$ 294,800  | \$ 163,839     | \$              | 301,200 |
| Total Resources                         | \$ 459,940 | \$ 458,990  | \$ 328,029     | \$              | 455,428 |
| <b>BOND FUND - EXPENDITURES</b>         |            |             |                |                 |         |
|   | 2018 FINAL | 2019 BUDGET | THRU 9/30/2019 | 2020 BUDGET     |         |
| 591.76 GO Bonds Principal               | \$ 255,000 | \$ 260,000  | \$ -           | \$              | 275,000 |
| 592.76 GO Bonds Interest                | \$ 40,450  | \$ 32,800   | \$ 16,400      | \$              | 22,400  |
| 597.00 Interfund Transfers Out          |            | \$ 13,741   | \$ 13,741      | \$              | -       |
| 593.76 Bond Admin Fees                  | \$ 300     | \$ 425      | \$ -           | \$              | 425     |
| Total Expenditures                      | \$ 295,750 | \$ 306,966  | \$ 30,141      | \$              | 297,825 |
| 508.80 Ending Balance                   | \$ 164,190 | \$ 152,024  | \$ 297,888     | \$              | 157,603 |

**Construction Fund 300:** These funds account for financial resources that are designated for the acquisition or construction of general government capital projects.

**Construction Fund 301:** This capital project fund was set up for the remodel of the Senior Center to accommodate the skybridge. A piece of the property was sold to The Foundation House to allow them to access their property. Funds from the sale of the property were used to remodel the Senior Center.

| <b>CONSTRUCTION FUND - REVENUES / RESOURCES</b> |            |             |                | <b>FUND 300</b> |     |
|---|------------|-------------|----------------|-----------------|-----|
|   | 2018 FINAL | 2019 BUDGET | THRU 9/30/2019 | 2020 BUDGET     |     |
| 308.80 Beginning Balance                        | \$ 158     | \$ 168      | \$ 168         | \$              | 178 |
| REVENUES  |            |             |                |                 |     |
| 361.11 Investment Interest                      | \$ 11      | \$ 10       | \$ 7           | \$              | 10  |
| 397.00 Transfers In                             | \$ -       | \$ -        | \$ -           | \$              | -   |
| Total Revenues                                  | \$ 11      | \$ 10       | \$ 7           | \$              | 10  |
| Total Resources                                 | \$ 168     | \$ 178      | \$ 175         | \$              | 188 |
| <b>CONSTRUCTION FUND - EXPENDITURES</b>         |            |             |                |                 |     |
|   | 2018 FINAL | 2019 BUDGET | THRU 9/30/2019 | 2020 BUDGET     |     |
| 576.10 Other Admin                              | \$ -       |             |                |                 |     |
| 576.10 Accounting Services                      | \$ -       |             |                |                 |     |
| 594.00 Capital Outlay                           | \$ -       | \$ -        | \$ -           | \$              | -   |
| Total Expenditures                              | \$ -       | \$ -        | \$ -           | \$              | -   |
| 508.80 Ending Balance                           | 168        | 178         | 175            |                 | 188 |

## NPRSA 2020-2021 Capital Repairs Plan

2020

|                                    | June          | July          | August        | September     | October       | November      | December      |
|------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Starting Fund Balance              | \$ -          | \$ 600,000.00 | \$ 600,000.00 | \$ 600,000.00 | \$ 397,000.00 | \$ 992,000.00 | \$ 652,000.00 |
| <b>REVENUES</b>                    |               |               |               |               |               |               |               |
| Levy Funds for Capital Outlay      | \$ 600,000.00 | \$ -          |               |               | \$ 600,000.00 |               |               |
| DOC Grant Reimbursement            | \$ -          | \$ -          |               |               |               |               | \$ 31,000.00  |
| <i>Revenue Sub-total</i>           | \$ 600,000.00 | \$ -          | \$ -          | \$ -          | \$ 600,000.00 | \$ -          | \$ 31,000.00  |
| <b>EXPENDITURES</b>                |               |               |               |               |               |               |               |
| NSC Reimbursement*                 | \$ -          | \$ -          |               | \$ 90,000.00  |               |               |               |
| Mold assessment                    |               |               |               | \$ 1,000.00   |               |               |               |
| Grease Trap Repair (ADHC)          |               |               |               | \$ 10,000.00  |               |               |               |
| Kitchen shut off valve (ADHC)      |               |               |               | \$ 2,000.00   |               |               |               |
| Roof cleaned and assessed (ADHC)   |               |               |               |               | \$ 5,000.00   |               |               |
| Crawlspace Sump Pump (ADHC)*       |               |               |               |               |               | \$ 300,000.00 |               |
| Building Control System (ADHC)     |               |               |               |               |               | \$ 20,000.00  |               |
| Mold mitigation, floor drain (NSC) |               |               |               |               |               | \$ 20,000.00  |               |
| Carpet replaced (ADHC)*            |               |               |               |               |               |               | \$ 20,000.00  |
| Restroom floor replaced (ADHC)*    |               |               |               |               |               |               | \$ 30,000.00  |
| Balcony flooring replaced (NSC)*   |               |               |               |               |               |               |               |
| Painting (NSC)                     |               |               |               |               |               |               |               |
| Carpet replaced (NSC)*             |               |               |               |               |               |               |               |
| A&E Services and Permits (NSC)*    |               |               |               |               |               |               | \$ 5,000.00   |
| Roof and HVAC Replacement (NSC)    |               |               |               |               |               |               |               |
| Replace siding and windows (NSC)   |               |               |               |               |               |               |               |
| Pedestrian Bridge Refinish         |               |               |               |               |               |               |               |
| <i>Expenditure Sub-total</i>       | \$ -          | \$ -          | \$ -          | \$ 103,000.00 | \$ 5,000.00   | \$ 340,000.00 | \$ 55,000.00  |
| Emergency Fund Reserves            |               |               |               | \$ 100,000.00 |               |               |               |
| Ending Fund Balance                | \$ 600,000.00 | \$ 600,000.00 | \$ 600,000.00 | \$ 397,000.00 | \$ 992,000.00 | \$ 652,000.00 | \$ 628,000.00 |

\*submitted for DOC Grant

Page 1 of 3

|                                    | 2021          |               |               |               |                 |                 |
|------------------------------------|---------------|---------------|---------------|---------------|-----------------|-----------------|
|                                    | January       | February      | March         | April         | May             | June            |
| Starting Fund Balance              | \$ 628,000.00 | \$ 921,000.00 | \$ 859,000.00 | \$ 866,000.00 | \$ 958,000.00   | \$ 1,408,000.00 |
| <b>REVENUES</b>                    |               |               |               |               |                 |                 |
| Levy Funds for Capital Outlay      |               |               |               |               | \$ 600,000.00   |                 |
| DOC Grant Reimbursement            | \$ 300,000.00 | \$ 55,000.00  | \$ 7,000.00   | \$ 97,000.00  |                 |                 |
| <i>Revenue Sub-total</i>           | \$ 300,000.00 | \$ 55,000.00  | \$ 7,000.00   | \$ 97,000.00  | \$ 600,000.00   | \$ -            |
| <b>EXPENDITURES</b>                |               |               |               |               |                 |                 |
| NSC Reimbursement*                 |               |               |               |               |                 |                 |
| Mold assessment                    |               |               |               |               |                 |                 |
| Grease Trap Repair (ADHC)          |               |               |               |               |                 |                 |
| Kitchen shut off valve (ADHC)      |               |               |               |               |                 |                 |
| Roof cleaned and assessed (ADHC)   |               |               |               |               |                 |                 |
| Crawlspace Sump Pump (ADHC)*       |               |               |               |               |                 |                 |
| Building Control System (ADHC)     |               |               |               |               |                 |                 |
| Mold mitigation, floor drain (NSC) |               |               |               |               |                 |                 |
| Carpet replaced (ADHC)*            |               |               |               |               |                 |                 |
| Restroom floor replaced (ADHC)*    |               |               |               |               |                 |                 |
| Balcony flooring replaced (NSC)*   | \$ 7,000.00   |               |               |               |                 |                 |
| Painting (NSC)                     |               | \$ 20,000.00  |               |               |                 |                 |
| Carpet replaced (NSC)*             |               | \$ 90,000.00  |               |               |                 |                 |
| A&E Services and Permits (NSC)*    |               | \$ 7,000.00   |               | \$ 5,000.00   |                 | \$ 5,000.00     |
| Roof and HVAC Replacement (NSC)    |               |               |               |               | \$ 150,000.00   | \$ 560,000.00   |
| Replace siding and windows (NSC)   |               |               |               |               |                 | \$ 100,000.00   |
| Pedestrian Bridge Refinish         |               |               |               |               |                 |                 |
| <i>Expenditure Sub-total</i>       | \$ 7,000.00   | \$ 117,000.00 | \$ -          | \$ 5,000.00   | \$ 150,000.00   | \$ 665,000.00   |
| Emergency Fund Reserves            |               |               |               |               |                 |                 |
| Ending Fund Balance                | \$ 921,000.00 | \$ 859,000.00 | \$ 866,000.00 | \$ 958,000.00 | \$ 1,408,000.00 | \$ 743,000.00   |

\*submitted for DOC Grant



2021

|                                    | July          | August        | September     | October       | November      | December      |
|------------------------------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Starting Fund Balance              | \$ 743,000.00 | \$ 363,000.00 | \$ 348,000.00 | \$ 348,000.00 | \$ 948,000.00 | \$ 948,000.00 |
| <b>REVENUES</b>                    |               |               |               |               |               |               |
| Levy Funds for Capital Outlay      |               |               |               | \$ 600,000.00 |               |               |
| DOC Grant Reimbursement            |               |               |               |               |               |               |
| <i>Revenue Sub-total</i>           | \$ -          | \$ -          | \$ -          | \$ 600,000.00 | \$ -          | \$ -          |
| <b>EXPENDITURES</b>                |               |               |               |               |               |               |
| NSC Reimbursement*                 |               |               |               |               |               |               |
| Mold assessment                    |               |               |               |               |               |               |
| Grease Trap Repair (ADHC)          |               |               |               |               |               |               |
| Kitchen shut off valve (ADHC)      |               |               |               |               |               |               |
| Roof cleaned and assessed (ADHC)   |               |               |               |               |               |               |
| Crawlspace Sump Pump (ADHC)*       |               |               |               |               |               |               |
| Building Control System (ADHC)     |               |               |               |               |               |               |
| Mold mitigation, floor drain (NSC) |               |               |               |               |               |               |
| Carpet replaced (ADHC)*            |               |               |               |               |               |               |
| Restroom floor replaced (ADHC)*    |               |               |               |               |               |               |
| Balcony flooring replaced (NSC)*   |               |               |               |               |               |               |
| Painting (NSC)                     |               |               |               |               |               |               |
| Carpet replaced (NSC)*             |               |               |               |               |               |               |
| A&E Services and Permits (NSC)*    |               |               |               |               |               |               |
| Roof and HVAC Replacement (NSC)    |               |               |               |               |               |               |
| Replace siding and windows (NSC)   | \$ 380,000.00 |               |               |               |               |               |
| Pedestrian Bridge Refinish         |               | \$ 15,000.00  |               |               |               |               |
| <i>Expenditure Sub-total</i>       | \$ 380,000.00 | \$ 15,000.00  | \$ -          | \$ -          | \$ -          | \$ -          |
| Emergency Fund Reserves            |               |               |               |               |               |               |
| Ending Fund Balance                | \$ 363,000.00 | \$ 348,000.00 | \$ 348,000.00 | \$ 948,000.00 | \$ 948,000.00 | \$ 948,000.00 |

\*submitted for DOC Grant

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