



Board Meeting Agenda

April 21, 2021, 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:

(1) Online: Click the link <https://us02web.zoom.us/j/82353571480> (or copy the URL and paste into a web browser)

(2) By Telephone: Call in to the meeting by dialing +1 253-215-8782 ID: 823 5357 1480

To provide Public Comment:

Submit your written Public Comment before 3:00PM (day of meeting), to the Clerk of the Board at 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 March 17, 2021
 - B. Vouchers for invoices received from March 13, 2021 – April 8, 2021 in the amount of \$14,135.59
 - C. Consideration of Minute Order # MO-21-05, Updating the NPRSA Authorized Signature List
4. Reports (10 min)
 - A. Capital Repairs Update
 - B. Northshore Senior Center Brief, Brooke Knight NSSC
5. Discussion Items (50 min)
 - A. Consideration of Minute Order # MO-21-06, 2020 NPRSA Annual Financial Report
 - B. Consideration of Minute Order # MO-21-07, Receiving the Quarter 1 2021 Financial Report



- C. Consideration of Minute Order # MO-21-08, Adjusting the Services Provided by the Administrative Agency
- D. Consideration of Agreement # A-21-07, Appendix to the Interlocal Agreement with the Washington Cities Insurance Authority Pool
- E. Consideration of Adjusting Agreement # A-21-03-01, Interlocal Agreement with City of Everett for Cooperative Purchasing
- F. Consideration of Agreement # A-21-05, Professional Services Agreement with Cornerstone Architectural Group

6. Future Meetings

7. Adjourn

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

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 Kellye Mazzoli at (425) 471-8464. at least three days prior to the meeting.



TO: Chair McNeal and Members of the NPRSA Board

FROM: Kellye Mazzoli, Executive Director
Robin Schaefer, NPRSA Board Clerk

DATE: April 21, 2021

SUBJECT: Minutes from March 17, 2021

ITEM CONSIDERATION: This item asks the Board to approve minutes from NPRSA Board meetings held on March 17, 2021.

FISCAL IMPACTS: This item does not have any direct fiscal impact.

ATTACHMENTS: Att-1. Minutes from March 17, 2021

RECOMMENDED ACTION: Move to approve the NPRSA Board Minutes from March 17, 2021

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March 17, 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:

- (1) Online: Click the link <https://us02web.zoom.us/j/89871911185> (or copy the URL and paste into a web browser)
- (2) By Telephone: Call in to the meeting by dialing +1 253-215-8782 ID: 898 7191 1185

To provide Public Comment:

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

1. Call to Order

Vice-Chair Tom Agnew called the virtual meeting to order at 6:40 PM (the meeting start was delayed due to lack of quorum).

Meeting Attendees

Present

NPRSA Vice-Chair Tom Agnew

NPRSA Board Members Kathy Lambert, Rod Dembowski, Rachel Best-Campbell

NPRSA Chair James McNeal (arrived at 6:47pm and left at 7:01pm)

Kellye Mazzoli, NPRSA Executive Director, City of Bothell

Carly Joerger, Levy Coordinator, City of Bothell

Robin Schaefer, Board Clerk, City of Bothell

Barbara Glass, Records Specialist, City of Bothell

Brooke Knight, Northshore Senior Center, Executive Director

Zorna Kimball, Northshore Senior Center, Operations

Suzanne Greathouse, Northshore Senior Center Board, Vice President

Corey Lowell, Northshore Senior Center Board, Operations

Absent

NPRSA Board Members Joe Marshall, Jared Mead



2. Minute Order # MO 21-03, Appointing a Chair and Vice-Chair of the Board

Carly Joerger and Robin Schaefer gave a brief explanation on the appointment process.

Kathy Lambert nominated Tom Agnew as the new Chair of the Board beginning April 1, 2021. Rod Dembowski second. The motion passed 4-0 with James McNeal, Joe Marshall & Jared Mead absent.

Rod Dembowski nominated James McNeal as the new Vice-Chair of the Board beginning April 1, 2021, pending he accepts his nomination. Kathy Lambert second.

Chair James McNeal arrived at the meeting at 6:47pm. He declined the nomination.

Rod Dembowski nominated Rachel Best-Campbell as the new Vice-Chair of the Board beginning April 1, 2021. Kathy Lambert second. The motion passed 5-0 with Joe Marshall & Jared Mead absent.

Chair James McNeal spoke to the Board regarding his time and position on the Board as Chair. Members of the Board and staff thanked him for his work, leadership and dedication. He left the meeting at 7:01pm.

3. Public Comment

Board Clerk Robin Schaefer reported she did not receive any general public comment by the deadline for the meeting. She invited those in attendance to raise their hands if they wished to speak. There were no requests.

4. Consent Agenda

- A. Minutes from February 17, 2021
- B. Vouchers for invoices received from December 10, 2020 to March 5, 2021 in the amount of \$56.00

Kathy Lambert moved approval of the Consent Agenda. Rachel Best-Campbell second. The motion passed 4-0 with James McNeal, Jared Mead & Joe Marshall absent.

5. Reports

- A. Capital Repairs Update

Carly Joerger presented the update and entertained Board comments and questions. No action was taken.

- B. NPRSA Insurance Update

Carly Joerger presented the update and along with Kellye Mazzoli entertained Board comments and questions. No action was taken.

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



C. Northshore Senior Center Brief

Brooke Knight updated the Board on the Center's vaccine partnerships, tax preparation assistance, continued meal provision, expansion of services and increases in security. She entertained comments and questions. No action was taken.

Rod Dembowski shared his experience with Brooke at the bus repair shop, as well as expressed his support and work to find funding for lost revenues due to Covid.

6. Discussion Items

- A. Consideration of Agreements # A-21-03 and # A-21-04; an Interlocal Agreement with City of Everett for Cooperative Purchasing and a Professional Services Agreement with The Gordian Group, Inc. for Job-Order Contracting Services

Carly Joerger presented the item and entertained Board comments and questions.

Kathy Lambert moved approval of # A-21-03 and # A-21-04 as presented. Rod Dembowski second. The motion passed 4-0 with James McNeal, Jared Mead & Joe Marshall absent.

- B. Consideration of Minute Order # MO-21-04, Facility Upgrade Request for a Dance Studio

Carly Joerger presented the item and entertained Board comments and questions.

Rachel Best-Campbell moved approval of # MO-21-04 as presented. Kathy Lambert second. The motion passed 4-0 with James McNeal, Jared Mead & Joe Marshall absent.

7. Future Meetings

Upcoming meetings will be April 21, May 19, June 16 and July 21, 2021.

8. Adjourn

Prior to the adjournment, Kathy Lambert pointed out a section in The Gordian Group contract that included the use of fax machine.

Vice-Chair Tom Agnew adjourned the meeting at 7:37 PM.

Submitted for approval on April 21, 2021
Robin Schaefer
Board Clerk

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TO: Chair Agnew and Members of the NPRSA Board

FROM: Kellye Mazzoli, Executive Director
Carly Joerger, Levy Program Manager

DATE: April 21, 2021

SUBJECT: Vouchers from March 26, 2021 – April 8, 2021 in the amount of \$14,135.59

ITEM | This item asks the Board to approve vouchers for expenses invoiced between
CONSIDERATION: | March 26, 2021 – April 8, 2021 in the amount of \$14,135.59.

FISCAL | These items are budgeted in the 2021 adopted budget.
IMPACTS: |

ATTACHMENTS: | Att-1. Voucher Packet

RECOMMENDED | Move to approve vouchers for expenses invoiced between March 26, 2021 –
ACTION: | April 8, 2021 in the amount of \$14,135.59.

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Special District Voucher Approval Document

Scheduled Payment Date: 04/23/2021
Total Amount: \$14,135.59
Control Total: 3
Payment Method: WARRANT

District Name: Northshore Parks and Recreation
File Name: AP_NOSHRPRK_APSUPINV_20210409082510.csv
Fund #: 251010010

CONTACT INFORMATION	
Preparer's Name: _____	Email Address: <u>carly.joerger@bothellwa.gov</u>

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
_____	_____	_____
Authorized District Signature	Date	Authorized District Signature
_____	_____	_____
Authorized District Signature	Date	Authorized District Signature

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_20210409082510.csv

Payee (Vendor Name)	Vendor No.	Vendor Site	Invoice No.	Invoice Date	Inv. Amount	Description
CITY OF BOTHELL			EXEC2021-001	04/08/2021	\$29.45	NPRSA POSTAGE AND OFFICE SUPPLIES
JOHNSON CONTROLS, INC.			00044281403	03/26/2021	\$13,813.64	HVAC AND BAS UPGRADES
LIGHTHOUSE LAW GROUP			20507	04/07/2021	\$292.50	LEGAL SERVICES FOR ADMIN SERVICES ILA

City of Bothell

Invoice



City of Bothell™

Bill To:

Northshore Parks and Recreation Service Area
 10201 E Riverside Drive
 Bothell, WA 98011

Invoice #: EXEC2021-001
Invoice Date: 4/8/2021

Quantity	Description	Unit Price	Total
1	Office supplies		29.45
2			22.00
		Subtotal	29.45
		Shipping	0.00
		Balance Due	29.45

Office supplies expended under the NPRSA's 2021 budget line item 'office supplies'.

Remit payment to:
 City of Bothell
 1415 101st St SE
 Bothell, WA 98011

City of Bothell
 425 106th St SE
 Bothell, WA 98011

[EXTERNAL] USPS eReceipt

DoNotReply@ereceipt.usps.gov <DoNotReply@ereceipt.usps.gov>

Tue 4/6/2021 2:54 PM

To: Carly Joerger <carly.joerger@bothellwa.gov>

Stop! Look! Think before you click! This message originated from outside the City of Bothell network. Use caution when clicking links or opening attachments.



BOTHELL
10500 BEARDSLEE BLVD
BOTHELL, WA 98011-9998
(800)275-8777

04/06/2021 02:53 PM

Product	Qty	Unit Price	Price
First-Class Mail® Large Envelope Bothell, WA 98012 Weight: 0 lb 1.00 oz Estimated Delivery Date Fri 04/09/2021	1		\$1.00
Certified Mail® Tracking #: [https://tools.usps.com/go/TrackConfirmAction!input.action?tLabels=7020245000190152303]7020245000190152303			\$3.60
Return Receipt Tracking #: [https://tools.usps.com/go/TrackConfirmAction!input.action?tLabels=9590940262680274048298]9590 9402 6268 0274 0482 98			\$2.85
Total			\$7.45
Love 2021	20	\$0.55	\$11.00
Garden Beauty Bk	1	\$11.00	\$11.00
Grand Total:			\$29.45
Credit Card Remitted Card Name: VISA Account #: XXXXXXXXXXXX8060 Approval #: 067341 Transaction #: 602 AID: A000000003101001 Chip AL: VISA CREDIT PIN: Not Required			\$29.45

USPS is experiencing unprecedented volume increases and limited employee availability due to the impacts of COVID-19. We appreciate your patience.

In a hurry? Self-service kiosks offer quick and easy check-out. Any Retail Associate can show you how.

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

Preview your Mail
Track your Packages
Sign up for FREE @
<https://informedelivery.usps.com>

Earn rewards on your business account purchases of Priority Mail labels with the USPS Loyalty program by using Click and Ship. Visit www.usps.com/smallbizloyalty for more info.

www.usps.com/careers to apply.

Start a career with USPS.
We Are Hiring! Apply on line
today at: www.usps.com/careers
your future career link!

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Tell us about your experience.
Go to: [<https://postalexperience.com/pos?mt=9&sc=840-5980-0007-003-00040-85448-01>][https://postalexperience.c](https://postalexperience.com/pos?mt=9&sc=840-5980-0007-003-00040-85448-01)
or call 1-800-410-7420.

UFN: 540785-0211
Receipt #: 840-59800007-3-4085448-1
Clerk: 10

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**ORIGINAL
INVOICE**

Direct Inquires To: Johnson Controls Inc.
22745 29TH DR SE STE 100
0N59 Seattle, WA Common Branch
BOTHELL, WA 98021

Federal ID#: 39-0380010

Bill To: NORTSHORE PARKS & RECREATION SERVICE AREA
CITY OF BOTHELL
ATTN NPRSA
18415 101ST AVE NE
BOTHELL, WA, 98011

Phone: 425-398-6900

Fax: 425-398-6955

Mail Check To: Johnson Controls
PO Box 730068
Dallas, TX 75373
CORP-BBC-OTC-BTS-SSNA-
Remittance@jci.com

Project Name / Project Site / Tax Loc	Purchase Order / Date / Authorized By	JCI Project / CO	JCI Project Manager
Northshore Parks&Rec-Senior Ctr-NAE WA9801100	Signed Agreement 12/01/20	1N590044 000	BARNDT, DOUGLAS A

Period Covered	Application #	Invoice Number	Invoice Date	Terms
03/01/21 - 03/31/21	2	00044281403	03/26/21	NET 30

Original Contract Amount: \$56,386.00
 Approved Change Orders: \$0.00
 New Contract Amount: \$56,386.00

 Work Completed To Date: \$44,684.05
 Less Retention: \$0.00
 Total Less Retention: \$44,684.05
 Less Invoiced To Date: \$32,137.60

Net Billed This Invoice: \$12,546.45
Tax at 10.10%: \$1,267.19
Total Amount Due This Invoice: \$13,813.64

The Project Manager named above submits this application with knowledge, information, and belief that the work covered by this application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous applications for payment were issued and for which payments were received from the Owner and that current payment shown herein is now due.

Item	Work Description	Scheduled Value	Previous Application	Work In Place	Stored Material	Total Complete and Stored	Percent	Balance To Finish	Retention
A	B	C	D	E	F	G (D+E+F)	H (G/C)	I (C-G)	J
Base Contract									
1	Job Progress	\$36,259.83	\$32,137.60	\$2,309.24	\$0.00	\$34,446.84	95%	\$1,812.99	\$0.00
2	Add Repairs	\$3,912.17	\$0.00	\$3,716.56	\$0.00	\$3,716.56	95%	\$195.61	\$0.00
3	CO2 Sensor-Replacement	\$3,011.73	\$0.00	\$2,559.97	\$0.00	\$2,559.97	85%	\$451.76	\$0.00
4	Rpl EX Fans	\$13,202.27	\$0.00	\$3,960.68	\$0.00	\$3,960.68	30%	\$9,241.59	\$0.00
Totals		\$56,386.00	\$32,137.60	\$12,546.45	\$0.00	\$44,684.05	79%	\$11,701.95	\$0.00



PARTIAL CONDITIONAL WAIVER

We the undersigned, Johnson Controls, Inc., have been employed by:

NORTHSHORE PARKS & RECREATION SERVICE AREA

to furnish the system controls for the property described as:

Northshore Parks&Rec-Senior Ctr-NAE

Therefore, we the undersigned, upon receipt of valuable consideration in the amount of: \$13,813.64 , AND any previously submitted yet unpaid invoices, hereby waive any right to pursue a lien against the above-described premises for labor or materials furnished on or before : 03/31/21 . The right to assert lien rights for labor and materials furnished after said date on said property is expressly reserved.

JCI Invoice: 00044281403
JCI Contract: 1N590044

Johnson Controls, Inc.

BY: 

Neri Berenice Davila Rosales
MBC - Contract Accounting

ADDRESS: 507 E Michigan St, LD-35
Milwaukee, WI 53201

Signed on: **26-Mar-2021**

Lighthouse Law Group PLLC
 600 Stewart Street
 Suite 400
 Seattle, WA 98101



Northshore Park & Recreation Service Area

Invoice 20507

Date	Apr 07, 2021
Service Thru	Apr 07, 2021

In Reference To: Interlocal Agreement Review (Legal Service)

Date	By	Services	Hours	Rates	Amount
07/02/2020	JBT	Telephone conference with Wes Phillips	0.10	\$ 325.00/hr	\$ 32.50
03/23/2021	JBT	Telephone conference with Carly Joerger re indemnification; review previous notes; draft revision to indemnification clause	0.80	\$ 325.00/hr	\$ 260.00
Total Hours					0.90 hrs
Total Legal Service					\$ 292.50
Total Invoice Amount					\$ 292.50



TO: Chair Agnew and Members of the NPRSA Board

FROM: Kellye Mazzoli, Executive Director
 Carly Joerger, Levy Program Manager (Presenter)

DATE: April 21, 2021

SUBJECT: Consideration of Minute Order # MO-21-05, Updating the NPRSA Authorized Signature List

POLICY CONSIDERATION: This item asks the Board to update the NPRSA’s Authorized Signature List. This list is used by King County to verify signatures on the NPRSA’s warrants.

HISTORY:	DATE	ACTION
	MARCH 17, 2021	NPRSA Board selects new Chair, Vice-Chair, and welcomes new Board Members

Each year the Board of the NPRSA updates its list of authorized signatures with King County. At the March 17, 2021 the NPRSA Board welcomed new Board Members and selected a new Chair and Vice-Chair.

DISCUSSION: This item is a routine practice for the Board to update its authorized signature list with King County. The County uses this list to verify signatures on the NPRSA’s warrants.

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

ATTACHMENTS: Att-1 2021 Authorized Signature List

RECOMMENDED ACTION: Move to approve Minute Order # MO-21-05, Updating the NPRSA Authorized Signature List.

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Accounts Payable Authorized Signature Form
 (For Districts for which King County, as Treasurer, Issues Payments)

SECTION 1 – GENERAL INFORMATION

Please complete each field below. For the "Number" field, enter the first 5 digits of your Fund Numbers. Typed/ electronic entries are preferred for readability.

District/Organization Name: Northshore Parks and Recreation Service Area Number: 25101

Street Address: 10201 E. Riverside Dr.

City/ State/ Zip: Bothell, WA 98011

General Telephone #: 425-471-8949 Fax #: _____

Primary Contacts

Name: Carly Joerger Title: Program Manager

Telephone #: 425-471-8949 Email: carly.joerger@bothellwa.gov

Name: Kellye Mazzoli Title: Executive Director

Telephone #: 425-471-8464 Email: kellye.mazzoli@bothellwa.gov

SECTION 2 –AUDITING OFFICER(S) DELEGATED WITH PAYMENT APPROVAL AUTHORITY (If Applicable)

Complete the fields below for each Auditing Officer that has been delegated signatory authority in accordance with RCW 42.24.180. This RCW is intended to expedite the issuance of warrants by authorizing one or more persons signatory authority to approve warrant issuance before the board has acted to approve the claims. A copy of the resolution delegating this authority is required to accompany this form. When submitting Voucher Approval documentation, it is understood that any restrictions attached to an Auditing Officer's signatory authority will have been honored by the Auditing Officer. Due to the electronic voucher data submission process, King County does not monitor these restrictions.

Number of Required Auditing Officer Signatures for Payment of Claims: _____

Auditing Officer Signatures

	Name	Telephone	Email
Sign:	_____		
Print:	_____	_____	_____
Sign:	_____		
Print:	_____	_____	_____
Sign:	_____		
Print:	_____	_____	_____
Sign:	_____		
Print:	_____	_____	_____

Accounts Payable Authorized Signature Form
 (For Districts for which King County, as Treasurer, Issues Payments)

SECTION 3 – BOARD MEMBERS – APPROVALS AND PAYMENT CERTIFICATION AUTHORIZATION

If an Auditing Officer with signing authority, per RCW 42.24.180, has not been delegated or, if such an Auditing Officer is delegated and any designated restriction is exceeded, board action is required for warrant issuance. As members of the board, the following persons are also authorized to sign for Approval and Payment Certification as per RCW 42.24.080 and other respective agency RCWs.

Number of Required Board Member Signatures for Payment of Claims: 2

Board Member Signatures

	Name	Telephone	Email
Sign:	_____		
Print:	<u>Tom Agnew</u>	<u>425-444-9494</u>	<u>tom.agnew@bothellwa.gov</u>
Sign:	_____		
Print:	<u>Rachel Best-Campbell</u>	<u>425-922-0287</u>	<u>RBest-Campbell@ci.woodinville.wa.us</u>
Sign:	_____		
Print:	<u>Joe Marshall</u>	<u>206-793-2227</u>	<u>jmarshall@kenmore.wagov</u>
Sign:	_____		
Print:	<u>Jared Mead</u>	<u>425-388-3494</u>	<u>jared.mead@snoco.gov</u>
Sign:	_____		
Print:	<u>Kathy Lambert</u>	<u>206-477-1003</u>	<u>kathy.lambert@kingcounty.gov</u>
Sign:	_____		
Print:	<u>Rod Dembowski</u>	<u>206-477-1001</u>	<u>rod.dembowski@kingcounty.gov</u>

I attest the above information is true and accurate and the signatures herein are authorized as described. Our district will execute a new form with King County Accounts Payable as information or signatories change:

Signature: _____ **Date:** _____
Print Name: Tom Agnew **Title:** NPRSA Chair
Chairperson/ President

District/Organization Name: Northshore Parks and Recreation Service Area

Please send King County Accounts Payable this original completed form and, if applicable, a copy of a resolution delegating signatory authority (*sample attached*). Incomplete forms will be returned. Please send documents to:

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

If you require assistance completing this form, please contact (206) 263-9284 or SpecialDist.AP@kingcounty.gov.

Sample Auditing Officer Delegation Resolution

(Resolution is required if delegating an Auditing Officer to expedite payment of claims)

(District Name and Number)

Resolution Number _____

APPOINTING OF AUDITING OFFICER(S) FOR THE PURPOSE OF AUTHORIZING THE ISSUANCE OF WARRANTS AND ELECTRONIC TRANSACTIONS PRIOR TO BOARD OF COMMISSIONERS APPROVAL

WHEREAS there may be circumstances when the Board of Commissioners does not meet prior to a day in which they would need to approve vouchers for the District’s warrants and claims;

WHEREAS there is a need by the District to process warrants and electronic payments in a timely and consistent manner;

WHEREAS it would be of financial benefit to appoint Auditing Officer(s) to certify the voucher approval document for the correct and certified submission of vouchers to the King County Finance Office without awaiting a Commissioners meeting to authorize specific payments;

WHEREAS RCW 42.24.180 authorizes the issuance of warrants before approval of the vouchers by the Board of Commissioners in order to expedite the payment of claims;

WHEREAS this Agency shall enact the following policies and procedures pursuant to RCW 42.24.180:

1. All routine operating claims against *(district name)* will be pre-audited and signed by the Auditing Officer
2. The Auditing Officer shall be bonded for no less than \$50,000 to assure the faithful discharge of their duties
3. *(Your policy name/number)* establishes the necessary purchasing and disbursing procedures that implements effective internal control for issuance of warrants and claims
4. The Board of Commissioners shall review and approve the claims paid at its next regularly scheduled public meeting; and
5. If the Board of Commissioners disapproves some claims, the Auditing Officer will recognize these claims as receivables of the District and will pursue collection diligently until the amounts are either collected or the Board of Commissioners approves the claims

THEREFORE BE IT RESOLVED, that the Board of Commissioners of *(district name and number)* does hereby authorize the Auditing Officer(s), *(includes name(s))*, to submit vouchers for payment and disbursement in accordance with *(policy name/number from above)* prior to the Board taking action to approve said claims;

ADOPTED by the Board of Commissioners of *(district name and number)* at a regular meeting held on this ____ day of _____, *(year)*.

ATTEST:

By: Board Secretary

By: Commissioner

By: Chairperson/ President

By: Commissioner

By: Commissioner

By: Commissioner

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TO: Chair Agnew and Members of the NPRSA Board

FROM: Kellye Mazzoli, Executive Director
 Carly Joerger, Levy Program Manager (Presenter)

DATE: April 21, 2021

SUBJECT: Consideration of Minute Order # MO-21-06, NPRSA 2020 Annual Financial Report

POLICY CONSIDERATION: This item asks the Board to review and approve to form the NPRSA’s 2020 Annual Financial Report. If approved, staff will submit the statement to the Washington State Auditor. If denied, staff will make any necessary changes and submit before the deadline at the end of May.

HISTORY:

DATE	ACTION
FEBRUARY 17, 2021	NPRSA Board received the 2020 Financial Report

The NPRSA has submits an Annual Financial Report every year to the Washington State Auditor. This is a requirement for all governing entities. At the February 17 meeting, the Board received the 2020 Financial Report reviewing 2020’s revenues and expenditures. This report is the basis for the development of the 2020 Annual Financial Report.

DISCUSSION: As a governing entity, the NPRSA is required to submit an Annual Financial Report to the State Auditor’s Office. The Report discloses revenues and expenditures by category, as well as other important financial information such as the NPRSA’s debt and investments.

Every month, staff receive general ledger reports from the NPRSA’s fiscal agent, King County. Staff reviews the reports, cross-references them with accounts receivable and accounts payable, and updates the NPRSA’s own general ledger. The monthly reconciliations aggregate into the quarterly report that is shared with the Board. The general ledger, and all associated information, is used to develop the Annual Financial Report.

NPRSA Board
Agenda Bill
Item # 5A

As was agreed to in the Interlocal Agreement between the NPRSA and the City of Bothell, the City of Bothell's Finance Director has supported staff in developing the Annual Financial Report.

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

ATTACHMENTS: Att-1 2020 Annual Financial Report Package

RECOMMENDED ACTION: Move to approve Minute Order # MO-21-06, approving the NPRSA's 2020 Annual Financial Report.

ANNUAL REPORT CERTIFICATION

Northshore Park and Recreation Service Area

(Official Name of Government)

0805

MCAG No.

Submitted pursuant to RCW 43.09.230 to the Washington State Auditor’s Office

For the Fiscal Year Ended 12/31/2020

GOVERNMENT INFORMATION:

Official Mailing Address 18415 101st Ave NE
Bothell, WA 98011

Official Website Address N/A

Official E-mail Address carly.joerger@bothellwa.gov

Official Phone Number 425-471-8949

AUDIT CONTACT or PREPARER INFORMATION and CERTIFICATION:

Audit Contact or Preparer Name and Title Carly Joerger

Contact Phone Number 425-471-8949

Contact E-mail Address carly.joerger@bothellwa.gov

I certify 8th day of April, 2021, that annual report information is complete, accurate and in conformity with the Budgeting, Accounting and Reporting Systems Manual, to the best of my knowledge and belief, having reviewed this information and taken all appropriate steps in order to provide such certification. I acknowledge and understand our responsibility for the design and implementation of controls to ensure accurate financial reporting, comply with applicable laws and safeguard public resources, including controls to prevent and detect fraud. Finally, I acknowledge and understand our responsibility for immediately submitting corrected annual report information if any errors or an omission in such information is subsequently identified.

Signatures

Carly Joerger (carly.joerger@bothellwa.gov)

**Northshore Park and Recreation Service Area
Fund Resources and Uses Arising from Cash Transactions
For the Year Ended December 31, 2020**

		Total for All Funds (Memo Only)	001 General Fund	200 Bond Fund	301 Construction Fund
Beginning Cash and Investments					
308	Beginning Cash and Investments	176,313	20,946	155,190	177
388 / 588	Net Adjustments	-	-	-	-
Revenues					
310	Taxes	1,755,328	1,450,012	305,316	-
320	Licenses and Permits	-	-	-	-
330	Intergovernmental Revenues	10,721	10,721	-	-
340	Charges for Goods and Services	-	-	-	-
350	Fines and Penalties	-	-	-	-
360	Miscellaneous Revenues	8,726	5,178	3,542	6
Total Revenues:		<u>1,774,775</u>	<u>1,465,911</u>	<u>308,858</u>	<u>6</u>
Expenditures					
570	Culture and Recreation	266,588	266,588	-	-
Total Expenditures:		<u>266,588</u>	<u>266,588</u>	<u>-</u>	<u>-</u>
Excess (Deficiency) Revenues over Expenditures:		1,508,187	1,199,323	308,858	6
Other Increases in Fund Resources					
391-393, 596	Debt Proceeds	-	-	-	-
397	Transfers-In	-	-	-	-
385	Special or Extraordinary Items	-	-	-	-
381, 382, 389, 395, 398	Other Resources	-	-	-	-
Total Other Increases in Fund Resources:		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Other Decreases in Fund Resources					
594-595	Capital Expenditures	90,052	90,052	-	-
591-593, 599	Debt Service	297,700	-	297,700	-
597	Transfers-Out	-	-	-	-
585	Special or Extraordinary Items	-	-	-	-
581, 582, 589	Other Uses	-	-	-	-
Total Other Decreases in Fund Resources:		<u>387,752</u>	<u>90,052</u>	<u>297,700</u>	<u>-</u>
Increase (Decrease) in Cash and Investments:		<u>1,120,435</u>	<u>1,109,271</u>	<u>11,158</u>	<u>6</u>
Ending Cash and Investments					
50821	Nonspendable	-	-	-	-
50831	Restricted	-	-	-	-
50841	Committed	166,348	-	166,348	-
50851	Assigned	1,407	1,224	-	183
50891	Unassigned	1,128,993	1,128,993	-	-
Total Ending Cash and Investments		<u>1,296,748</u>	<u>1,130,217</u>	<u>166,348</u>	<u>183</u>

The accompanying notes are an integral part of this statement.

NORTHSHORE PARKS AND RECREATION SERVICE AREA
NOTES TO FINANCIAL STATEMENTS
JANUARY 1, 2020 THROUGH DECEMBER 31, 2020

Note 1 - Summary of Significant Accounting Policies

The Northshore Parks and Recreation Service Area was incorporated in 1988 and operates under the law of the State of Washington applicable to a Parks and Recreation Service Area. The service area is a special purpose government which oversees planning and construction of service facilities, debt service of the outstanding bonds issued to finance construction of these facilities, and oversight of maintenance and operations levy revenue.

The Northshore Parks and Recreation Service Area reports financial activity in accordance with the *Cash Basis Budgeting, Accounting and Reporting System (BARS)* Manual prescribed by the State Auditor's Office under the authority of Washington State law, Chapter 43.09 RCW. This manual prescribes a financial reporting framework that differs from generally accepted accounting principles (GAAP) in the following manner:

- Financial transactions are recognized on a cash basis of accounting as described below.
- Component units are required to be disclosed, but are not included in the financial statements (see *Notes to the Financial Statements*).
- Government-wide statements, as defined in GAAP, are not presented.
- All funds are presented, rather than a focus on major funds.
- The *Schedule of Liabilities* is required to be presented with the financial statements as supplementary information.
- Supplementary information required by GAAP is not presented.
- Ending balances are presented using classifications that are similar to the ending balance classification in GAAP.

A. Fund Accounting

Financial transactions of the government are reported in individual funds. Each fund uses a separate set of self-balancing accounts that comprises its cash and investments, revenues and expenditures. The government's resources are allocated to and accounted for in individual funds depending on their intended purpose. Each fund is reported as a separate column in the financial statements, except for fiduciary funds, which are presented by fund types. The total column is presented as "memo only" because any interfund activities are not eliminated. The following fund types are used:

GOVERNMENTAL FUND TYPES:

<u>General</u>	<u>Fund</u>
This fund is the primary operating fund of the government. It accounts for all financial resources except those required or elected to be accounted for in another fund.	

Debt Service Funds
These funds account for the financial resources that are restricted, committed, or assigned to expenditures for principal, interest and related costs on general long-term debt.

Capital Projects Funds
These funds account for financial resources which are restricted, committed, or assigned for the acquisition or construction of capital facilities or other capital assets.

B. Basis of Accounting and Measurement Focus

Financial statements are prepared using the cash basis of accounting and measurement focus. Revenues are recognized when cash is received and expenditures are recognized when paid.

In accordance with state law the Northshore Parks and Recreation Service Area also recognizes expenditures paid during twenty days after the close of the fiscal year for claims incurred during the previous period.

C. Cash and Investments

See Note 5 - *Deposits and Investments*.

D. Capital Assets

Purchases of capital assets are expensed during the year of acquisition. There is no capitalization of capital assets, nor allocation of depreciation expense. Inventory is expensed when purchased.

E. Long-Term Debt

See Note 6 - *Long-Term Debt*.

F. Restricted and Committed Portion of Ending Cash and Investments

Beginning and Ending Cash and Investments are reported as restricted or committed when it is subject to restrictions on use imposed by external parties or due to internal commitments established by resolution of the Northshore Parks and Recreation Service Area. When expenditures that meet restrictions are incurred, the Northshore Parks and Recreation Service Area intends to use the most restricted resources first.

The current fiscal policy as adopted by the Northshore Parks and Recreation Service Area Board is:

- a. The General Fund is to have at least an undesignated fund balance of 5% of estimated annual revenues.
- b. In addition to the fund balance, the budget shall provide for a contingency of 2% of estimated annual operating revenues to meet emergency conditions.
- c. In addition to the fund balance and contingency, the budget shall provide for a Board Reserve of 1% of estimated annual revenues for non-recurring community requests.
- d. In addition to fund balance, contingency, and Board reserves, the budget shall provide for \$500 for the Board Chair to use as unplanned, necessary expenses.

The amounts listed in a-d, above, were set aside during the 2020 budget process which was adopted by resolution of the Board. The 2020 Total Ending Cash and Investments in the General Fund is \$1,130,217

and is compliant with the Board’s fiscal policies. The contingency reserve, Board reserve, and Chair discretionary reserve are included in the total, accounting for \$1,224 in assigned fund balance.

The restrictions and commitments of Ending Cash and Investments in the Bond Fund consist of \$166,348 for debt service on the bonds issued to construct the facilities.

It is the expected action of the Board in 2021 to move the Construction Fund balance to the General Fund as the fund’s intended use no longer applies.

Note 2 - Budget Compliance

The Northshore Parks and Recreation Service Area adopts annual appropriated budgets for all funds. These budgets are appropriated at the fund level. The budget constitutes the legal authority for expenditures at that level. Annual appropriations for these funds lapse at the fiscal year end.

Annual appropriated budgets are adopted on the same basis of accounting as used for financial reporting.

The appropriated and actual expenditures for the legally adopted budgets were as follow:

Fund/Department	Final Appropriated Amounts	Actual Expenditures	Variance
General Fund:	\$1,612,500	\$356,639	(\$1,255,861)
Bond Fund:	\$297,825	\$297,700	(\$125)
Construction Fund:	\$0	\$0	\$0

Budgeted amounts are authorized to be transferred between fund/object classes; however, any revisions that alter the total expenditures of a fund must be approved by the Northshore Parks and Recreation Service Area’s legislative body.

Note 3 – Component Unit(s), Joint Ventures, and Related Parties

In 2020, the Northshore Parks and Recreation Service Area entered into an interlocal agreement with the City of Bothell to receive professional and administrative services. In exchange for the services outlined in the agreement, the City of Bothell will bill the Northshore Parks and Recreation Service Area annually. The agreement will be in effect until the end of 2025, unless either party chooses to terminate the agreement early. The cost for services in 2021-2025 will be negotiated through both parties’ budget process, depending on the scope of services the Service Area requires. In 2020, the Northshore Parks and Recreation Service Area paid the City of Bothell \$195,000 for professional and administrative services.

Note 4 – COVID-19 Pandemic

In February 2020, the Governor of the state of Washington declared a state of emergency in response to the spread of the deadly new virus known as COVID-19. In the months following the declaration, precautionary measures to slow the spread of the virus were ordered. These measures included closing schools, cancelling public events, limiting public and private gatherings, and restricting business operations, travel and non-essential activities.

The Northshore Parks and Recreation Service Area does not anticipate significant impact to revenues resulting from the COVID-19 health pandemic. Property tax revenues are stable. However, delinquent property tax will impact the district but the extent of the impact is unmeasurable at this time, or insignificant.

The length of time these measures will continue to be in place, and the full extent of the financial impact on the Northshore Parks and Recreation Service Area is unknown at this time.

Note 5 – Deposits and Investments

It is the Northshore Parks and Recreation Service Area’s policy to invest all daily cash surpluses. The interest on these investments is prorated to the various funds. All investments are insured, registered or held by King County or its agent in the government’s name.

The Northshore Parks and Recreation Service Area is a voluntary participant in the King County Investment Pool, an external investment pool operated by the County Treasurer. The pool is not rated or registered with the SEC. Rather, oversight is provided by the County Finance Committee in accordance with RCW 36.48.070. The Northshore Parks and Recreation Service Area reports its investment in the pool at fair value.

Investments held by King County in the Local Government Investment Pool as an agent for NPRSA at December 31, 2019 are as follows:

Fund	Amount Invested
General	\$1,130,216.90
Bond	\$166,348.23
Construction	\$182.55
Total	\$1,463,095.91

In addition to the ending balances reported on the face of the financial statements, King County is holding impaired investments on behalf of the NPRSA. The fair value of these impaired investments is estimated by the county as shown below.

Impaired Investments	12/31/2020 Fair Value
	40
	22010
	1

In accordance with King County's policy, these impaired investments are subject to a holding period and are not readily available for use by the NPRSA. Monthly, the county moves the available portion of the impaired investments into the NPRSA's cash balance, which is recorded as interest revenue. According to the King County Impaired Pool Holdings Report dated 12/31/2020, the fair value ratio to the current book value is 0.6236.

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in event of a failure of a depository financial institution, the Northshore Parks and Recreation Service Area would not be able to recover deposits or would not be able to recover collateral securities that are in possession of an outside party. The Northshore Parks and Recreation Service Area's cash balances are all held in investment by the King County Investment Pool. The Service Area recognizes there is always some risk associated with investments. The King County Invest Pool's investment policies are consistent with any applicable state statutes.

Note 6 – Long-Term Debt

The accompanying Schedule of Liabilities provides more details of the outstanding debt and liabilities of the Northshore Parks and Recreation Service Area and summarizes the Northshore Parks and Recreation Service Area debt transactions for year ended December 31, 2020.

The debt service requirements for general obligation bonds are as follows:

Year	Principal	Interest	Total
2021	\$285,000	\$11,400	\$296,400
Total	\$285,000	\$11,400	\$296,400

Note 7 Property Tax

The county treasurer acts as an agent to collect property tax levied in the county for all taxing authorities. Collections are distributed after the end of each month.

Property tax revenues are recognized when cash is received by the Northshore Parks and Recreation Service Area. Delinquent taxes are considered fully collectible because a lien affixes to the property after tax is levied.

The Northshore Parks and Recreation Service Area regular levy for the year 2020 was \$0.04803 per \$1,000 on an assessed valuation of \$37,250,146,257 for a total regular levy of \$1,787,405.85.

Note 8 – Risk Management

NPRSA is insured by Great American Insurance Group. Coverage includes the following:

Aggregate Limit(s) of Liability for each Policy Year:

(a) \$ 1,000,000 for all Claims other than Claims for Employment Practices Wrongful Acts.

(b) \$ 10,000 Donor Data Loss Crisis Fund Sublimit of Liability. This limit is part of and not in addition to the Limit of Liability provided for in 3 (a).

(c) \$ 1,000,000 for all Claims for Employment Practices Wrongful Acts. This limit is part of and not in addition to the Limit of Liability provided for in 3(a).

(d) \$150,000 FLSA Defense Sublimit of Liability. This limit is part of and not in addition to the Limit of Liability provided for in 3(c).

Note 9 – Other Disclosures

The Board members of the Northshore Parks and Recreation Service Area are appointed council members from its participating agencies. These include King County, Snohomish County, the City of Kenmore, the City of Bothell, and the City of Woodinville. Each board member has an equal vote on the board.

Northshore Park and Recreation Service Area

Schedule 01

For the year ended December 31, 2020

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
0805	001	General Fund	3089100	Unassigned Cash and Investments - Beginning	\$20,946
0805	001	General Fund	3370000	Local Grants, Entitlements and Other Payments	\$10,721
0805	001	General Fund	3611000	Investment Earnings	\$5,178
0805	001	General Fund	3111000	Property Tax	\$1,450,012
0805	200	Bond Fund	3084100	Committed Cash and Investments - Beginning	\$155,190
0805	200	Bond Fund	3611100	Investment Earnings	\$3,542
0805	200	Bond Fund	3111000	Property Tax	\$305,316
0805	301	Construction Fund	3085100	Assigned Cash and Investments - Beginning	\$177
0805	301	Construction Fund	3611000	Investment Earnings	\$6
0805	001	General Fund	5755040	Multipurpose and Community Centers	\$266,588
0805	001	General Fund	5085100	Assigned Cash and Investments - Ending	\$1,224
0805	001	General Fund	5089100	Unassigned Cash and Investments - Ending	\$1,128,993
0805	200	Bond Fund	5084100	Committed Cash and Investments - Ending	\$166,348
0805	301	Construction Fund	5085100	Assigned Cash and Investments - Ending	\$183
0805	001	General Fund	5947660	Capital Expenditures/Expenses - Park Facilities	\$90,052
0805	200	Bond Fund	5917670	Debt Repayment - Park Facilities	\$275,000
0805	200	Bond Fund	5927680	Interest and Other Debt Service Cost - Park Facilities	\$22,700

**Northshore Park and Recreation Service Area
 Schedule of Liabilities
 For the Year Ended December 31, 2020**

ID. No.	Description	Due Date	Beginning Balance	Additions	Reductions	Ending Balance
General Obligation Debt/Liabilities						
251.12	2010 Bonds	12/31/2021	560,000	-	275,000	285,000
	Total General Obligation Debt/Liabilities:		560,000	-	275,000	285,000
	Total Liabilities:		560,000	-	275,000	285,000

Northshore Park and Recreation Service Area
SCHEDULE OF STATE FINANCIAL ASSISTANCE (unaudited)
For Fiscal Year ended December 31, 2020

Grantor	Program Title	Identificaton Number	Amount
State Grant from Department of Commerce			
	2020 Local and Community Projects	S20175	90,052
			Sub-total: 90,052
			Grand total: 90,052

**Labor Relations Consultant(s)
For the Year Ended December 31, 20__**

Has your government engaged labor relations consultants? ___ Yes X No

If yes, please provide the following information for each consultant:

Name of firm:
Name of consultant:
Business address:
Amount paid to consultant during fiscal year:
Terms and conditions, as applicable, including: Rates (e.g., hourly, etc.): Maximum compensation allowed: Duration of services: Services provided:

**LOCAL GOVERNMENT RISK-ASSUMPTION
For the Year Ended December 31, 20__**

1. no Does the entity self-insure for any class of risk, including liability, property, health and welfare, unemployment compensation, workers' compensation? (yes/no)

If NO, STOP, you do not need to complete the rest of this Schedule.

If YES, continue below.

a. Which class of risk does the entity self-insure? Check all that apply.

- i. Liability
- ii. Property
- iii. Health and Welfare (medical, vision, dental, prescription)
- iv. Unemployment Compensation
- v. Workers' Compensation
- vi. Other - please describe: _____

b. Does the entity self-insure as an individual program? (yes/no)

- i. If answered YES, does the entity allow another separate legal entity into its self-insurance program(s)? (yes/no) For example, employees of a different organization participate in a health and welfare program of a city.

If so, list the entity or entities: _____

c. Does the entity self-insure as a joint program? (yes/no)

 If answered YES, list the other member(s): _____

EFF DATE
1-1-11

SUPERSEDES
1-1-10

BARS MANUAL:
CASH BASIS

PT CH PAGE
4 3 57

2. ____ Does the entity administer its own claims? (yes/no)
3. ____ Does the entity contract with a third party administrator for claims administration? (yes/no)
4. ____ Did the entity receive a claims audit in the last three years, regardless of who administered the claims? (yes/no)
5. ____ Were the program's revenues sufficient to cover the program's expenses? (yes/no)
6. ____ Did the program use an actuary to determine its liabilities? (yes/no)

EXAMPLE

Description of Risk Type	Number of claims received during the period	Number of claims paid during the period	Total amount of claims paid during the period
Liability (automobile)	354	279	\$104,366

Description of Risk Type	Number of claims received during the period	Number of claims paid during the period	Total amount of claims paid during the period



TO: Chair Agnew and Members of the NPRSA Board

FROM: Kellye Mazzoli, Executive Director
 Carly Joerger, Levy Program Manager (Presenter)

DATE: April 21, 2021

SUBJECT: Consideration of Minute Order # MO-21-07, Receiving the Quarter 1 2021 Financial Report

POLICY CONSIDERATION: This item asks the Board to officially receive the Quarter 1 2021 Financial Report. This report reviews revenues and expenditures from the January 1, 2021 – March 31, 2021 time period.

HISTORY:

DATE	ACTION
FEBRUARY 17, 2021	NPRSA Board received the 2020 Financial Report

At the February 17 meeting, the Board received the 2020 Financial Report reviewing 2020's revenues and expenditures.

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

Key highlights from the first Quarter of 2021 include:

Revenues and Transfers

- Property tax - received as expected in the Bond and General Funds.
- Intergovernmental - City of Bothell's Member Agency ILA Contribution was received and deposited. Other Member Agency's contributions were received and will be deposited in the second quarter.
- Miscellaneous/Grants - around \$90,000 was received from the Department of Commerce Grant for expenses authorized by the Board in the Fall of 2020.

- Transfers - The Construction Fund Balance of \$183 was transferred to the General Fund, closing out the Construction Fund.

Expenditures

- Expenditures included roughly \$35,000 for the Health and Wellness HVAC repairs and Building Controls project, and \$56 for a public notice.

Cash Balances at the end of Quarter 1

- General Fund - \$1,260,000
- Bond Fund - \$180,000
- Construction Fund - \$0

**FISCAL
IMPACTS:**

This item has no direct fiscal impact to the NPRSA.

ATTACHMENTS:

Att-1 Quarter 1 2021 Financial Report

**RECOMMENDED
ACTION:**

Move to approve Minute Order # MO-21-07, Receiving the Quarter 1 2021 Financial Report.



2021 Quarter 1 Financial Report

This report reviews budgeted and actual revenues and expenditures for the NPRSA in Quarter 1 2021.

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NPRSA 2021 BUDGET AND ACTUALS

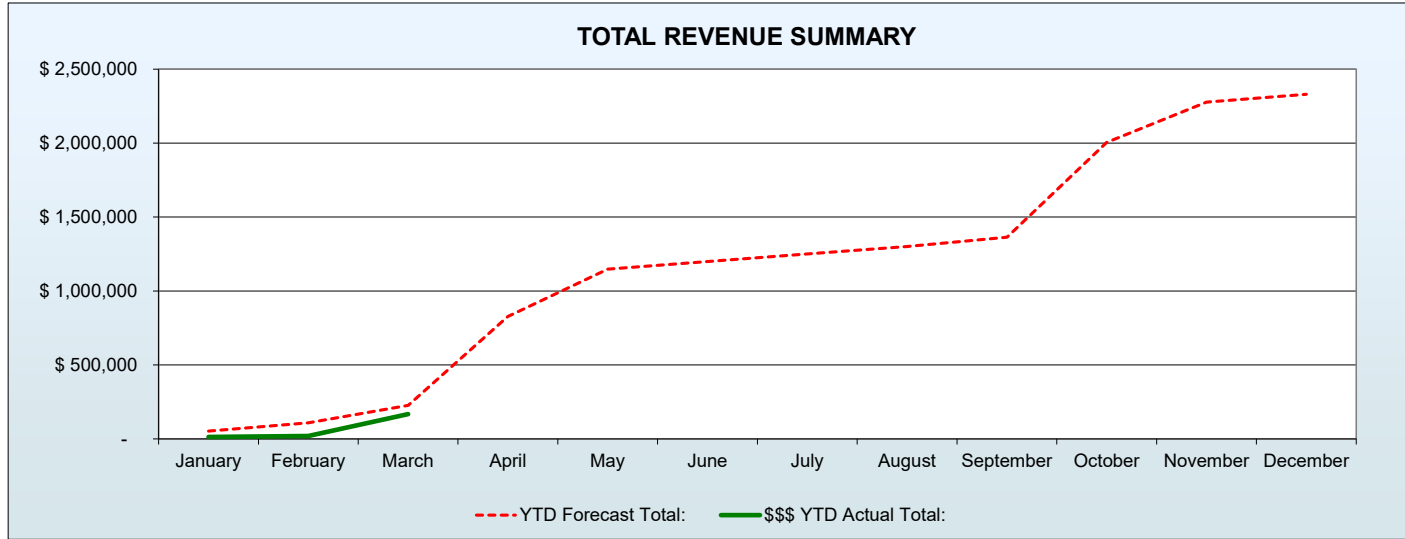
GENERAL FUND - FUND 001					
RESOURCES	2021 BUDGET	2021 ACTUAL	\$ DIFFERENCE	% OF BUDGET	
308 Beginning Balance	\$ 320,326	\$ 1,130,217	\$ 809,891	353%	
REVENUES					
311 Property Taxes	\$ 1,520,000	\$ 69,103	\$ (1,450,897)	5%	
361 Miscellaneous			\$ -		
337 Intergovernmental	\$ 16,000	\$ 4,640	\$ (11,360)		
3340420 Grant	\$ 490,000	\$ 90,052	\$ (399,948)	18%	
361 Investment Interest	\$ 4,000	\$ 2,604	\$ (1,396)	65%	
397 Transfers In	\$ 185	\$ 183	\$ (2)		
Total Revenues	\$ 2,030,185	\$ 166,582	\$ (1,863,601)	8%	
Total Resources & Revenues	\$ 2,350,511	\$ 1,296,799	\$ (1,053,710)	55%	
EXPENDITURES	2021 BUDGET	2021 ACTUAL	\$ DIFFERENCE	% OF BUDGET	
576.41 Election Costs		\$ -	\$ -		
511 Professional Services	\$ 350,000	\$ -	\$ (350,000)	0%	
514 State Audit	\$ 6,000	\$ -	\$ (6,000)		
515 Legal Fees	\$ 10,000	\$ -	\$ (10,000)	0%	
519 Insurance	\$ 3,300	\$ -	\$ (3,300)	0%	
519 Advertising	\$ 1,000	\$ 56	\$ (944)	6%	
576.1 Miscellaneous (website)	\$ 1,000	\$ -	\$ (1,000)	0%	
576.6 Capital Outlay	\$ 1,650,000	\$ 35,384	\$ (1,614,617)	2%	
Total Expenditures	\$ 2,021,300	\$ 35,440	\$ (1,985,861)	2%	
RESERVES					
508 Undesignated Reserve	\$ 101,509		\$ (101,509)	0%	
508 Contingency Reserve	\$ 40,604		\$ (40,604)	0%	
508 Additional Reserve	\$ 20,302		\$ (20,302)	0%	
508 Unreserved	\$ 168,796	\$ 1,261,359	\$ 1,092,563	747%	
Ending Balance	\$ 329,211	\$ 1,261,359	\$ 930,148	383%	

BOND FUND - FUND 200					
RESOURCES	2021 BUDGET	2021 ACTUAL	\$ DIFFERENCE	% OF BUDGET	
308 Beginning Balance	\$ 152,024	\$ 166,348	\$ 14,324	109%	
REVENUES					
311 Property Taxes	\$ 296,400	\$ 12,684	\$ (283,716)	4%	
361 Investment Interest	\$ 3,800	\$ 374	\$ (3,426)	10%	
397 Transfers In	\$ -	\$ -	\$ -		
Total Revenues	\$ 300,200	\$ 13,058	\$ (287,142)	4%	
Total Resources	\$ 452,224	\$ 179,407	\$ (272,817)	40%	
EXPENDITURES	2021 BUDGET	2021 ACTUAL	\$ DIFFERENCE	% OF BUDGET	
591 GO Bonds Principal	\$ 285,000	\$ -	\$ (285,000)	0%	
592 GO Bonds Interest	\$ 11,400	\$ -	\$ (11,400)	0%	
593 Bond Admin Fees	\$ 425	\$ -	\$ (425)	0%	
597 Transfers Out		\$ -	\$ -		
Total Expenditures	\$ 296,825	\$ -	\$ (296,825)	0%	
Ending Balance	\$ 155,399	\$ 179,407	\$ 24,008	115%	

CONSTRUCTION FUND - FUND 301					
RESOURCES	2021 BUDGET	2021 ACTUAL	\$ DIFFERENCE	% OF BUDGET	
308 Beginning Balance	\$ 185	\$ 183	\$ (2)	99%	
REVENUES					
361 Investment Interest		\$ -	\$ -		
397 Transfers In		\$ -	\$ -		
Total Revenues	\$ -	\$ -	\$ -	-	
Total Resources	\$ 185	\$ 183	\$ (2)	99%	
EXPENDITURES	2021 BUDGET	2021 ACTUAL	\$ DIFFERENCE	% OF BUDGET	
597 Transfers Out	\$ 185	\$ 183	\$ -	-	
Total Expenditures	\$ 185	\$ 183	\$ -	\$ -	
Ending Balance	-	(0)	(2)	(2)	

TOTAL ANNUAL REVENUE

REPORT AS OF: **Monday, April 12, 2021**



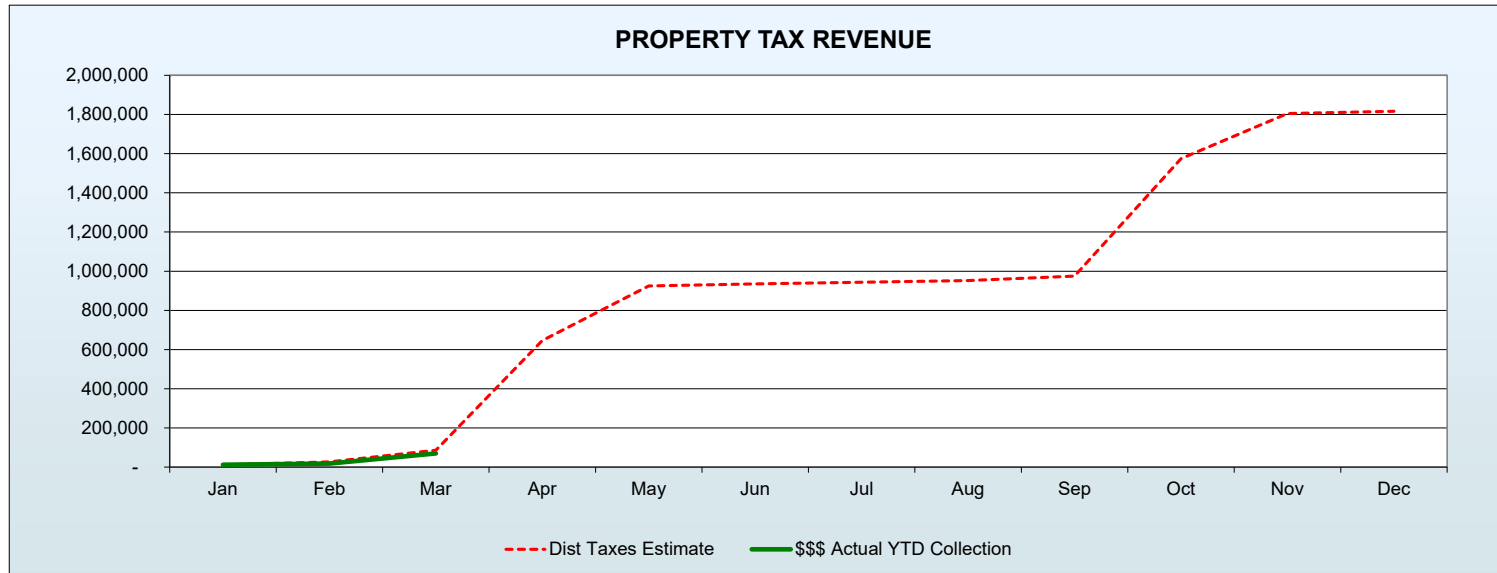
Cumulative Forecast	January	February	March	April	May	June	July	August	September	October	November	December
Property Tax	\$ 11,298	\$ 26,229	\$ 86,406	\$ 645,730	\$ 924,457	\$ 934,901	\$ 943,983	\$ 952,520	\$ 974,862	\$ 1,574,637	\$ 1,804,593	\$ 1,816,400
Intergovernmental	-	-	\$ 16,000	\$ 16,000	\$ 16,000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

Cumulative Actual	January	February	March	April	May	June	July	August	September	October	November	December
Property Tax	\$ 12,024	\$ 17,501	\$ 69,766									
Intergovernmental	-	-	\$ 4,640									
Miscellaneous	\$ 1,131	\$ 2,261	\$ 93,211									
\$\$\$ YTD Actual Total:	\$ 13,155	\$ 19,761	\$ 167,617									

Variance:	January	February	March	April	May	June	July	August	September	October	November	December
	(39,626)	(89,434)	(59,239)									

PROPERTY TAX REVENUE

REPORT AS OF: **Monday, April 12, 2021**



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

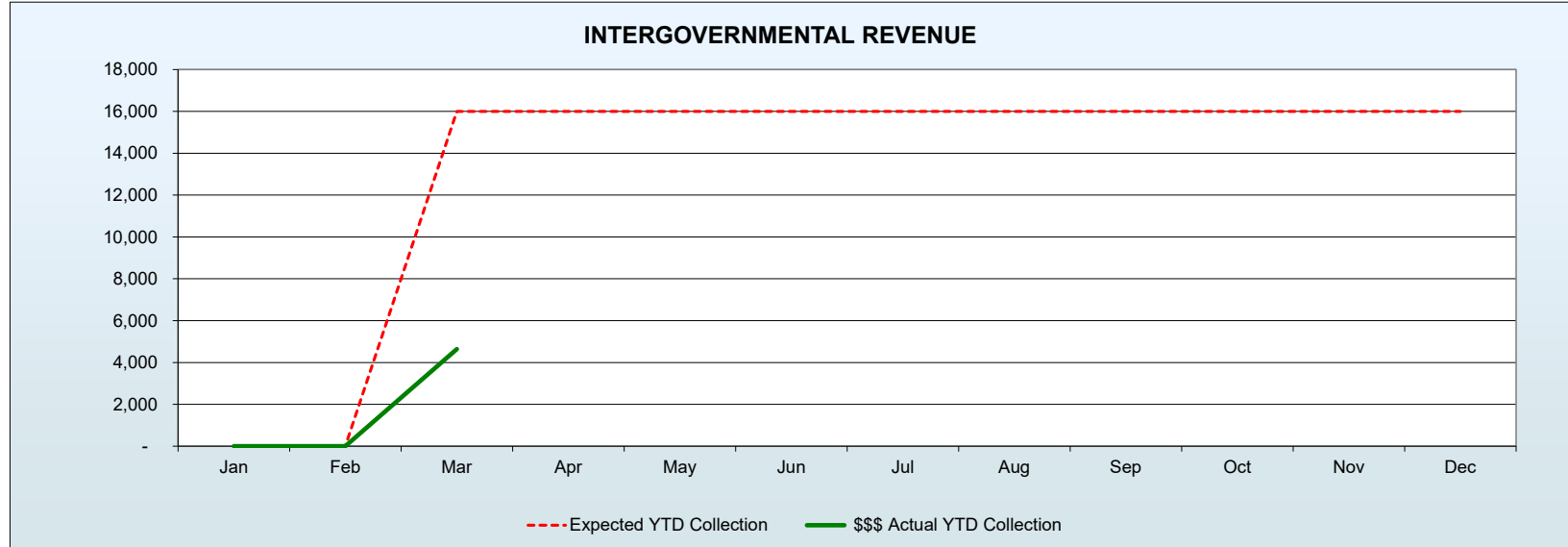
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Collection Pattern	0.622%	0.822%	3.313%	30.793%	15.345%	0.575%	0.500%	0.470%	1.230%	33.020%	12.660%	0.650%
Expected Monthly Collection	11,298	14,931	60,177	559,324	278,727	10,444	9,082	8,537	22,342	599,775	229,956	11,807
Expected YTD Collection	11,298	26,229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

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Actual Month Collection	\$ 12,024	\$ 17,501	\$ 52,265									
\$\$\$ Actual YTD Collection	\$ 12,024	\$ 17,501	\$ 69,766									

YTD Variance	\$ 726	(8,728)	(16,640)									
YTD Variance Ratio: Actual/Budget	106.4%	66.7%	80.7%									

INTERGOVERNMENTAL REVENUE

REPORT AS OF: **Monday, April 12, 2021**



BUDGET \$16,000 *Includes General Fund

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

\$\$\$ Actual Month Collection	-	-	4,640									
\$\$\$ Actual YTD Collection	-	-	4,640									

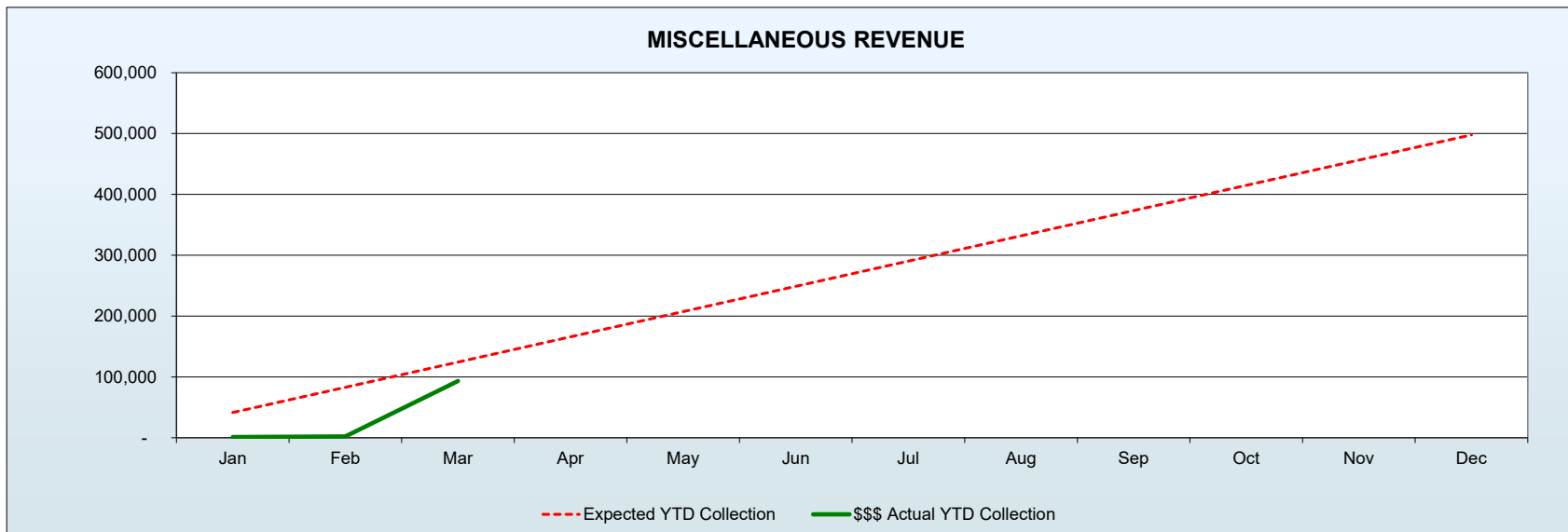
YTD Variance	-	-	(11,360)									
YTD Variance Ratio: Actual/Budget	0.0%	0.0%	0.0%									

MISCELLANEOUS REVENUE

REPORT AS OF:

Monday, April 12, 2021

(Includes Investment Interest, Interfund Transfers, and Grants)



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

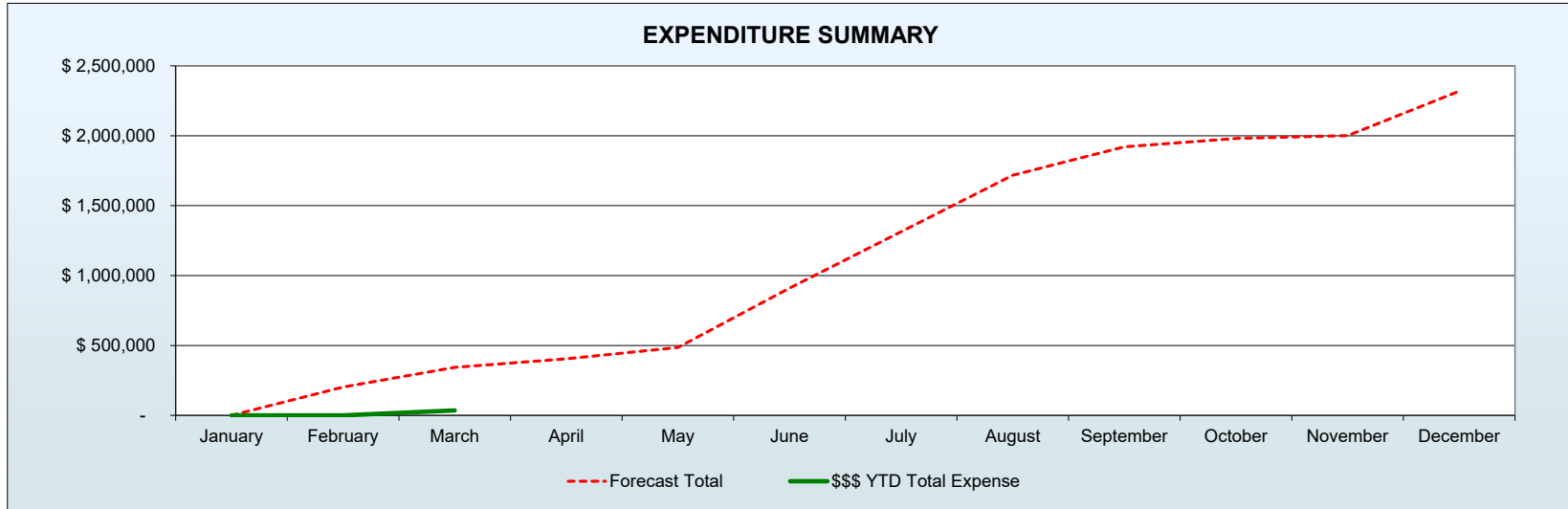
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Collection Pattern	8.333%	8.333%	8.333%	8.333%	8.333%	8.333%	8.333%	8.333%	8.333%	8.333%	8.333%	8.333%
Expected Monthly Collection	41,483	41,483	41,483	41,483	41,483	41,483	41,483	41,483	41,483	41,483	41,483	41,483
Expected YTD Collection	41,483	82,967	124,450	165,933	207,417	248,900	290,383	331,867	373,350	414,833	456,317	497,800

\$\$\$ Actual Month Collection	1,131	1,129	90,951									
\$\$\$ Actual YTD Collection	1,131	2,261	93,211									

YTD Variance	(40,352)	(80,706)	(31,239)									
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EXPENDITURE SUMMARY

REPORT AS OF: **Monday, April 12, 2021**



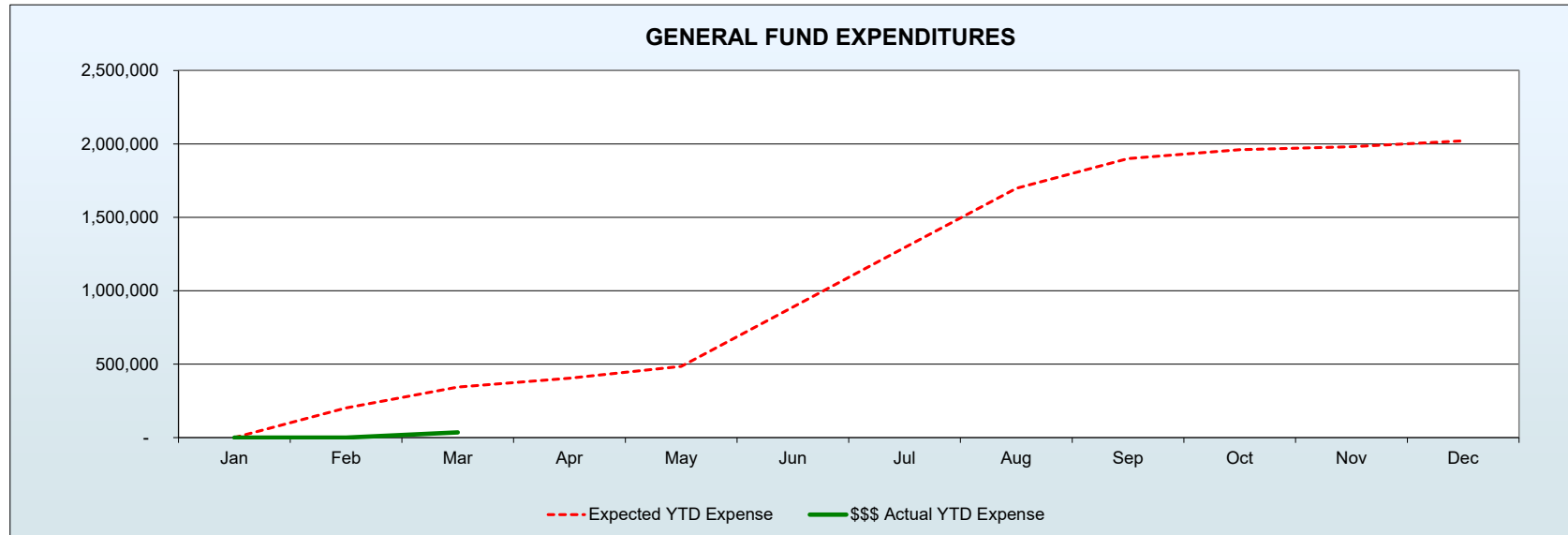
Cumulative Forecast	January	February	March	April	May	June	July	August	September	October	November	December
General Fund	\$ -	\$ 202,130	\$ 343,621	\$ 404,260	\$ 485,112	\$ 889,372	\$ 1,293,632	\$ 1,697,892	\$ 1,900,022	\$ 1,960,661	\$ 1,980,874	\$ 2,021,300
Bond Payments	-	-	-	-	-	\$ 20,358	\$ 20,358	\$ 20,358	\$ 20,358	\$ 20,358	\$ 20,358	\$ 297,400
Construction Fund	-	-	-	-	-	-	-	-	-	-	-	-
Forecast Total	-	\$ 202,130	\$ 343,621	\$ 404,260	\$ 485,112	\$ 909,730	\$ 1,313,990	\$ 1,718,250	\$ 1,920,380	\$ 1,981,019	\$ 2,001,232	\$ 2,318,700

Cumulative Actual	January	February	March	April	May	June	July	August	September	October	November	December
General Fund	-	-	\$ 35,440									
Bond Payments	-	-	-									
Construction Fund	-	-	-									
\$\$\$ YTD Total Expense	-	-	\$ 35,440									

YTD Variance	-	\$ 202,130	\$ 308,182									
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GENERAL FUND EXPENDITURES

REPORT AS OF: **Monday, April 12, 2021**

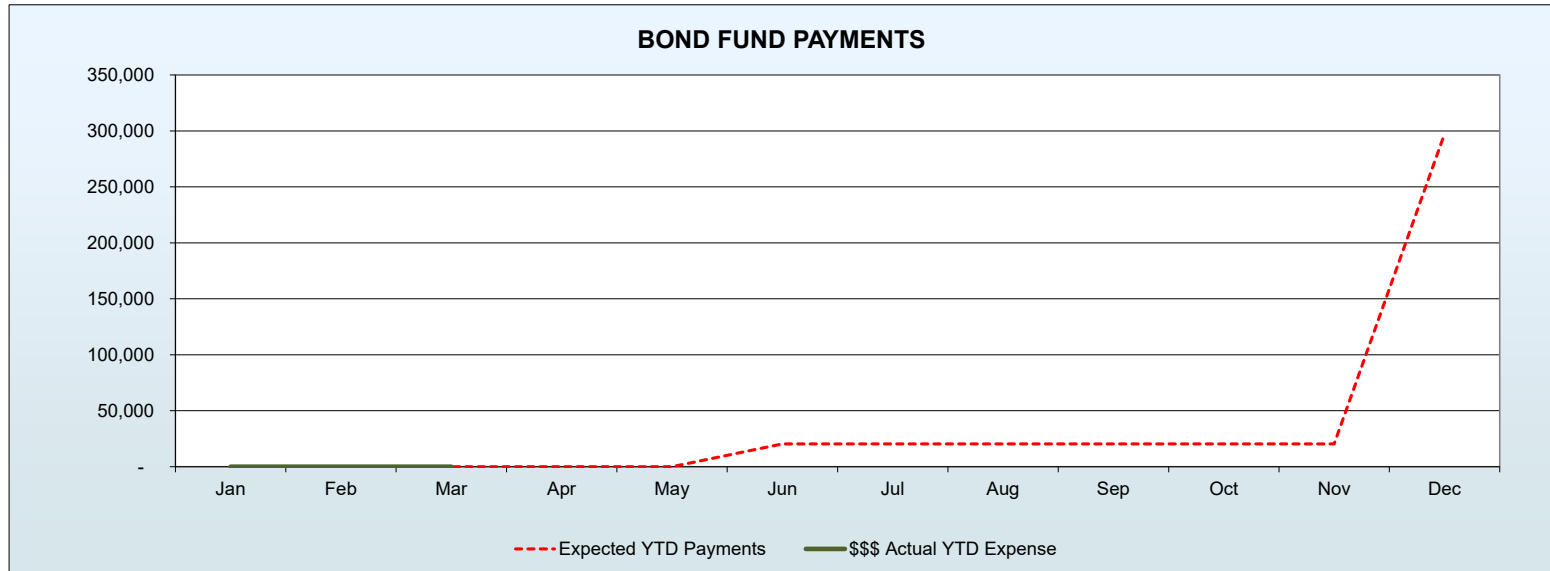


GENERAL FUND BUDGET \$2,021,300

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

BOND FUND PAYMENTS

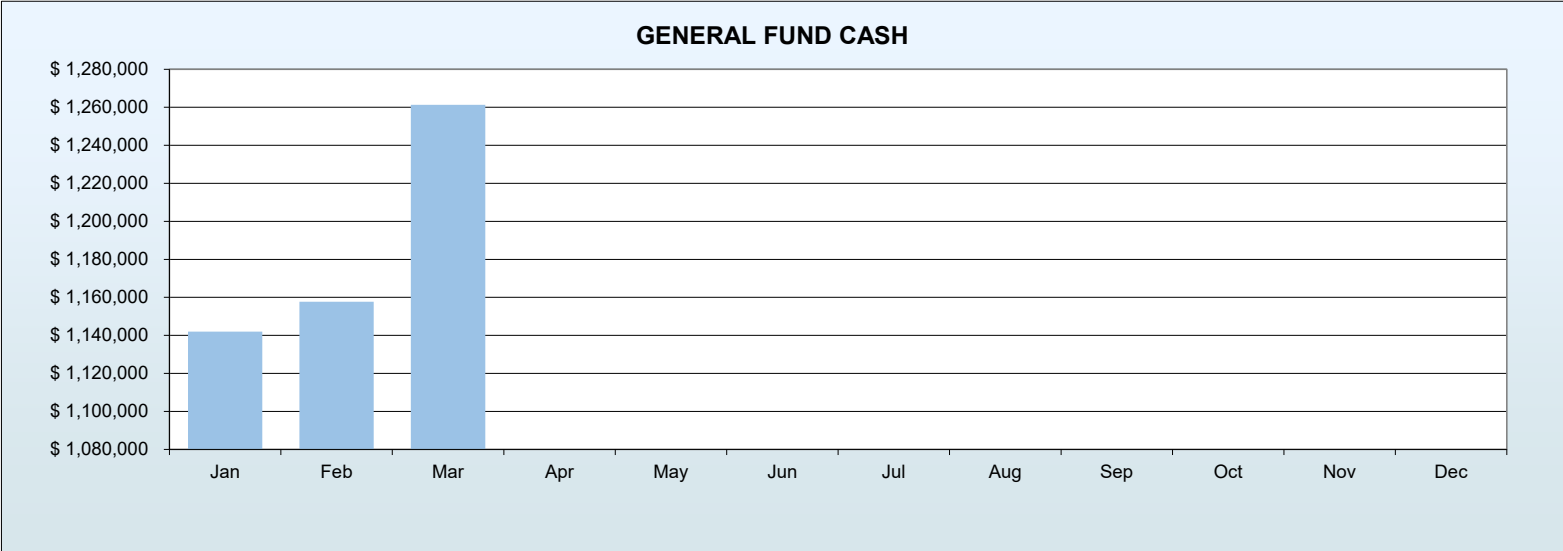
REPORT AS OF: **Monday, April 12, 2021**



BOND FUND BUDGET \$297,400

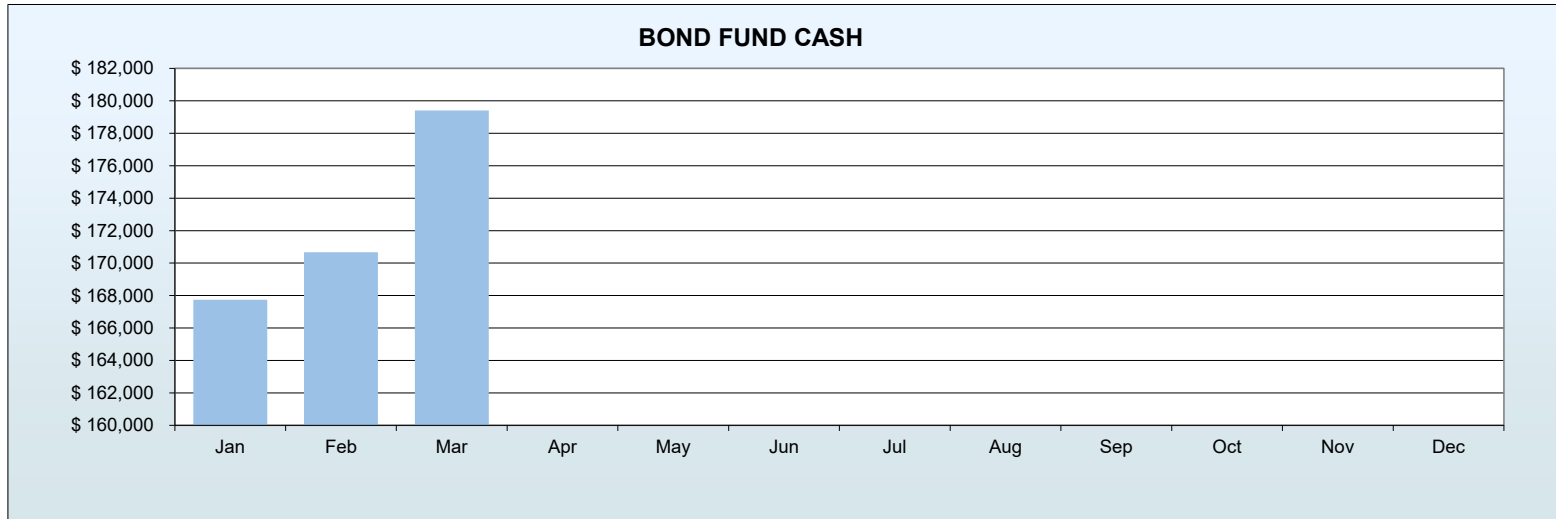
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Expenditure Pattern	0.000%	0.000%	0.000%	0.000%	0.000%	6.845%	0.000%	0.000%	0.000%	0.000%	0.000%	93.155%
Expected Monthly Payment	-	-	-	-	-	20,358	-	-	-	-	-	277,042
Expected YTD Payments	-	-	-	-	-	20,358	20,358	20,358	20,358	20,358	20,358	297,400
Monthly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

**GENERAL FUND CASH
Monthly Summary**



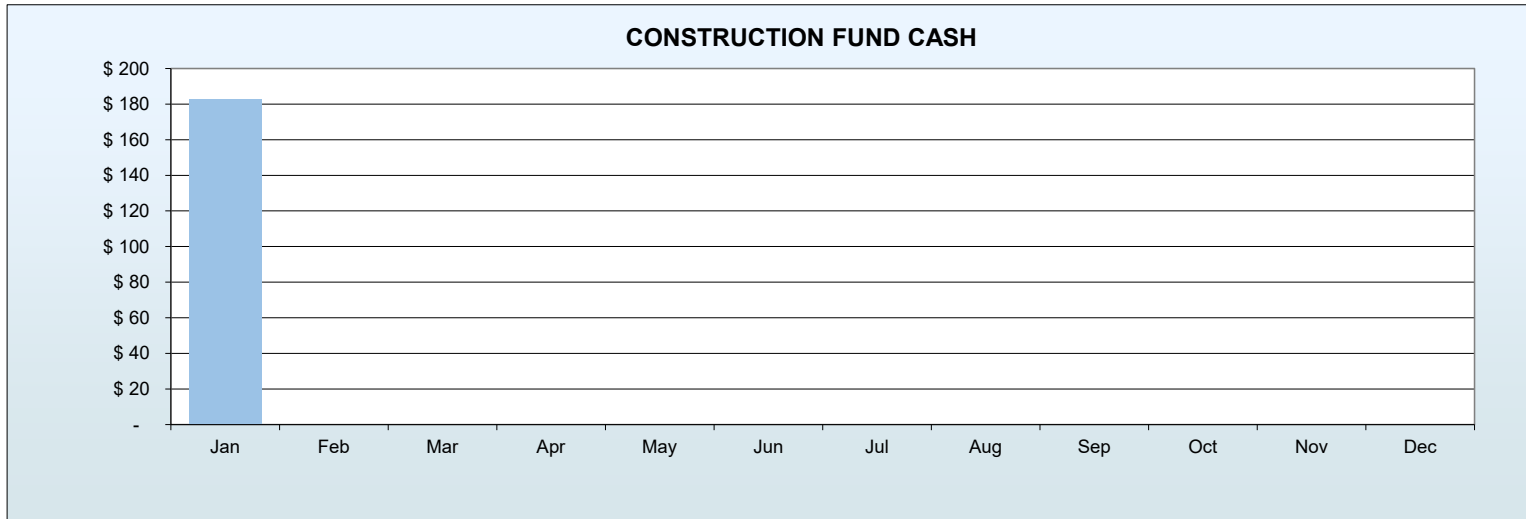
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Beginning Balance	\$ 1,130,217	\$ 1,141,983	\$ 1,157,679									
Revenues	\$ 11,766	\$ 15,696	\$ 139,119									
Expenditures	-	-	\$ 35,440									
Ending Balance	\$ 1,141,983	\$ 1,157,679	\$ 1,261,359									

BOND FUND CASH
Monthly Summary



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Beginning Balance	166348.23	167,737	170,671									
Revenues	\$ 1,388	\$ 2,934	\$ 8,736									
Expenditures	-	-	-									
Ending Balance	\$ 167,737	\$ 170,671	\$ 179,407									

CONSTRUCTION FUND CASH
Monthly Summary



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

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

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

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TO: Chair Agnew and Members of the NPRSA Board

FROM: Kellye Mazzoli, Executive Director
 Carly Joerger, Levy Program Manager (Presenter)

DATE: April 21, 2021

SUBJECT: Consideration of Minute Order # MO-21-08, Adjusting the Services Provided by the Administering Agency

POLICY CONSIDERATION: This item asks the Board to consider adjusting the services the NPRSA's Administering Agency provides to the NPRSA. If approved, the City of Bothell as the Administering Agency will bill the NPRSA for the approved amount in exchange for services rendered.

If the Board approves this item, the Board will see an adjustment in the mix of resources provided by the City of Bothell to implement the Board's Workplan (Att-1), resulting in cost savings for the NPRSA. First, the Board will see a significant reduction in the allocated time and service from the Executive Director position, as was previously discussed by the Board at the November 18, 2020 meeting. Second, the Board will see a request to adjust the temporary Records Specialist to a longer-term Records and Admin Officer. If approved, this will also result in a reduction in the allocated time and service from the Clerk's Office, offsetting some of the increase. Ultimately, staff recommends these changes as a more efficient way to provide quality service and ensure the Board's Workplan is accomplished. At this time, staff anticipate the proposed mix of resources will be sufficient to accomplish the Board's goals over the next few years. As was agreed, the resource mix will be re-assessed through the budget process to align with the Board's Annual Workplan.

HISTORY:	DATE	ACTION
	FEBRUARY 2020	NPRSA Board sends letter to Member Agencies, seeking interest in providing professional services
	MARCH 2020	City of Bothell responds to NPRSA's letter with interest
	JUNE 21, 2020	NPRSA Board approves interlocal agreement with City of Bothell for Administrative Services

NOVEMBER 18, 2020 | NPRSA Board adopts 2021 budget, including costs for Administrative Services

At the February 17 meeting, the Board received the 2020 Financial Report reviewing 2020's revenues and expenditures. In February 2020, NPRSA Board sent a letter to each member agency seeking interest in providing the administrative services needed for overseeing operations and facility improvements. At the February 26, 2020 NPRSA Board meeting, the Board reviewed responses from Member Agencies. The City of Bothell was the only member agency to respond with interest and the Board requested this proposal and negotiation of an interlocal agreement.

At the June 21, 2020 meeting, the NPRSA Board approved an interlocal agreement with the City of Bothell for professional, Administrative Services. In the agreement, the NPRSA agreed to pay \$195,000 in 2020 for services and to negotiate future year's scope and cost of services during the budget process. At the November 18, 2020 meeting, the Board approved the 2021 Annual Budget, including expenditures for 2021 Administrative services estimated at \$350,000.

DISCUSSION: Staff continues to monitor the level of professional service required to implement the Board's 2021 Workplan (Att-1). After a successful first several months as the Administering Agency, staff is comfortable proposing an adjustment to the mix of resources required to continue implementation of the workplan. If approved, the adjustment would result in a reduction of the overall cost to the NPRSA. The Board agreed to a 2021 professional service fee of \$350,000 for 2.75 FTE hours (110 weekly hours) plus overhead and other consultation fees. Staff propose reducing the FTE hours for 2021 to 2.1 (84 weekly hours) plus overhead and other consultation fees (Att-2). If the Board accepts, the 2021 professional service fee would reduce by \$55,000, for a total cost of \$295,000.

This reduction is made possible by the hard work staff and the Board have done since July of 2020 to establish the necessary structures, policies, and procedures to efficiently implement the Board's 2021 Workplan. The additional upfront work done by the Executive Director has been accomplished, necessary consultations with other City staff have been refined, and an area of efficiency has been discovered by combining the clerk and records duties into one position. Contained in the proposal, is a request to adjust the temporary Records Specialist to a longer-term Records and Admin Officer position to support the ongoing

NPRSA Board
Agenda Bill
Item # 5B

Records Management Program, in addition to providing Clerk services to the Board and assisting with other administrative functions. Staff are confident this proposal will accomplish the Board's goals in 2021 and years to come, while ensuring quality service.

FISCAL IMPACTS: This item is budgeted for in the NPRSA's 2021 budget.

ATTACHMENTS: Att-1 NPRSA 2021 Workplan
Att-2 NPRSA Administrative Services Proposal Methodology

RECOMMENDED ACTION: Move to approve Minute Order # MO-21-08, Adjusting the Services Provided by the Administering Agency.

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2021 NPRSA Budget Priorities and Work Plan

The 2021 adopted budget includes projected revenues and expenditures sufficient to implement the following work plan for the Board of the NPRSA in 2021.

COMMUNITY CONNECTION & SERVICE

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

- Create an ad-hoc committee or focus group of seniors to advise on selection of materials for certain repairs
- Explore opportunities for creative placemaking
- Explore conducting a needs survey of seniors in the Northshore Area
- Maintain and improve NPRSA Website to include additional information

RISK MITIGATION & FISCAL RESPONSIBILITY

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

- Implement a Public Records Management Program
- Review insurance on buildings for sufficient coverage
- Participate in State Audit of the NPRSA
- Negotiate and renew NPRSA-Tenant Agreement
- Administer Department of Commerce grant
- Maintain Board Insurance coverage
- Legal Counsel (if not provided through ILA with City of Bothell)
- Review census data and recommend updates to ILA

CAPITAL REPAIRS & SAFE FACILITIES

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

- Implement the approved 2021 NPRSA Capital Repairs Plan
- Establish process for tenant to request repairs
- Begin developing preventative maintenance schedule
- Begin developing capital reserves strategy

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Att-2 NPRSA Professional Administrative Services Projections

2021 - 2022

Annual Overhead Fee Methodology

The Overhead Fee is calculated based on FTE hours and includes office space at Bothell City Hall, Human Resources services, Information Technology services and equipment, Payroll, and a base amount for Legal services. Note: additional Legal services as negotiated in the ILA, are accounted for in the Consultations Fee.

Consultations Fee Methodology

The Consultations Fee covers access to other professional staff and services provided by the City of Bothell. These include additional consultations with the City Attorney to review agreements and insurance policies, as agreed to in the ILA; Public Works staff to review scopes of work for capital projects and provide other project-related guidance; Finance staff to review the Annual Financial Statement, advise on budget preparation, and provide guidance on other financial matters; and Community Development staff to advise on permits and plan reviews, as needed for capital projects. Staff track hours spent consulting with other staff and have estimated the proposed fee based on actuals from the last several months, and anticipated hours needed based on the Board's 2021 Workplan.

Effective Date of Change

As outlined in the table on Page 2, staff propose a set of changes effective at the start of Quarter 2 and another set of changes effective at the start of Quarter 3. This allows staff to effectively cross-train and ensure the proper transfer of duties during Quarter 2.

Pro-rating 2021 Service Charge

Quarter 1 service levels are reflective of what the Board approved at the November 18, 2020 meeting. If this proposal is approved by the Board, Quarters 2-4 of 2021 will be billed based on the projections outlined in the table on page 2. A revised estimated cost for services for 2022 is also provided on page 2, which will be re-assessed during the 2022 budget and workplan development.

**Proposed Staff and Services by Position
2021-2022**

	<u>Proj Sal/Ben</u>	2021							
		Q1		Q2		Q3		Q4	
		<u>%</u>	<u>\$</u>	<u>%</u>	<u>\$</u>	<u>%</u>	<u>\$</u>	<u>%</u>	<u>\$</u>
Exec Director (ACM)	\$203,391	50%	\$25,424	10%	\$5,085	10%	\$5,085	10%	\$5,085
Levy Manager	\$121,801	100%	\$30,450	100%	\$30,450	100%	\$30,450	100%	\$30,450
City Clerk	\$154,273	5%	\$1,928	5%	\$1,928	0%	\$0	0%	\$0
Deputy City Clerk	\$120,479	20%	\$6,024	15%	\$4,518	0%	\$0	0%	\$0
Records Specialist	\$101,143	0%	\$0	70%	\$17,700		-		-
Records\Admin Officer	\$110,000		-	30%	\$8,250	100%	\$27,500	100%	\$27,500
Consultations Fee			\$8,000		-		-		-
Annual Overhead Fee			\$28,000		-		-		-
2021 TOTAL			\$99,826		\$67,931		\$63,035		\$63,035 \$293,827

	<u>Proj Sal/Ben</u>	2022	
		<u>%</u>	<u>\$</u>
Exec Director (ACM)	\$206,391	10%	\$20,639
Levy Manager	\$124,801	100%	\$124,801
Records\Admin Officer	\$113,000	100%	\$113,000
Consultations Fee			\$8,000
Annual Overhead Fee			\$28,000
2022 TOTAL			\$294,440



TO: Chair Agnew and Members of the NPRSA Board

FROM: Kellye Mazzoli, Executive Director
 Carly Joerger, Levy Program Manager (Presenter)

DATE: April 21, 2021

SUBJECT: Consideration of Agreement # A-21-07, Appendix to the Interlocal Agreement with the Washington Cities Insurance Authority Pool

POLICY CONSIDERATION: This item asks the Board to consider entering into an interlocal agreement with the Washington Cities Insurance Authority (WCIA) Pool to receive insurance coverage for the NPRSA Board. If approved, the NPRSA will join the WCIA pool, pay insurance premiums, and receive insurance coverage through the pool. If denied, staff will renew the Board’s existing insurance coverage through the private market.

HISTORY:	DATE	ACTION
	NOVEMBER 18, 2021	NPRSA Board adopts 2021 budget and work plan, directing staff to determine if the Board has sufficient insurance coverage.
	FEBRUARY 17, 2021	NPRSA Board amends budget to increase expenditures for Board insurance and authorized staff to obtain Enduris Washington as it’s insurance provider.
	MARCH 17, 2021	Staff provided a Report briefing the Board on a request from the Enduris Underwriter to change the indemnification clause in the ILA with City of Bothell.

On November 18, 2021 the NPRSA Board adopted it’s 2021 budget and associated work plan. One element of the workplan directed staff to evaluate the Board’s current insurance coverage and recommend any changes. On February 17, 2021 the Board amended its budget to increase expenditures for Board insurance and authorized staff to obtain insurance coverage through an insurance pool for special districts called Enduris Washington. At the March 17, 2021 meeting, staff provided the Board on a request from the Underwriter at

Enduris Washington to amend the indemnification clause in the ILA with the City of Bothell. During the report, staff explained the request and outlined next steps staff would take.

DISCUSSION: After staff engaged in further discussions with Enduris Washington about the indemnification clause in the ILA between the NPRSA and the City of Bothell, their Underwriter recommended the NPRSA obtain insurance through the Washington Cities Insurance Authority (WCIA) pool since the City of Bothell is also a member of the WCIA pool. The WCIA is a self-insured municipal risk pool, offering liability, property and specialty insurance programs as well as risk management services to municipal entities in Washington state (Att-1). Staff have obtained a quote from the WCIA for a limit of \$20 million of general liability for an annual fee of \$5,000. This policy would protect the Board in the event there are claims tendered against Board Members for decisions or actions taken in their capacity as Board Members. The optional, additional crime policy premium is an annual charge of \$560 and covers theft or fraud up to \$2,500,000 with a \$10,000 deductible. If the Board chooses to obtain this additional insurance, the Executive Director could sign vouchers on behalf of the Board.

The Board's current insurance policy includes Directors and Officers coverage of up to \$250,000 per year for an annual premium of just under \$2,000. The Board does not currently have a crime policy. Staff believe these levels of insurance are insufficient given the NPRSA Board's recent increase in operations and revenue. Staff recommend obtaining more comprehensive insurance and joining the WCIA pool.

One of the requirements of joining the pool is appoint a Delegate and Alternate Delegate from the member agency to represent the NPRSA to the pool. Staff recommend appointing Carly Joerger, Levy Program Manager, as the NPRSA's Delegate and Kellye Mazzoli, Executive Director as the NPRSA's Alternate Delegate (Att-2).

FISCAL IMPACTS: This item is budgeted for in the 2021 budget under insurance. The annual premium is \$5,000 for general liability. The optional additional crime policy coverage is an additional \$560 per year fee.

ATTACHMENTS: Att-1 Agreement # A-21-07, Appendix to the Interlocal Agreement with WCIA
Att-2 Appointing WCIA Delegates

NPRSA Board
Agenda Bill
Item # 5D

RECOMMENDED ACTION: Move to approve Agreement # A-21-07, Appendix to the Interlocal Agreement with WCIA to join the pool and receive general liability and crime insurance policy coverage.

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**APPENDIX 161-21 TO INTERLOCAL AGREEMENT
CREATING THE WASHINGTON CITIES
INSURANCE AUTHORITY**

WHEREAS, in 1980 the Cities of Mercer Island, Mountlake Terrace, Olympia, Kirkland, Marysville, Lacey, Kent, Everett and Des Moines did enter into and sign an Interlocal Agreement, as authorized by CH 48.62 RCW, for the creation of and operation of a liability self-insurance pool for the mutual protection and benefit of said entities known as the Puget Sound Cities Interlocal Insurance Authority; and,

WHEREAS, on March 13, 1986, the Board of Directors of the Authority did pass a motion to change the name to Washington Cities Insurance Authority. Said change is also ratified by new members; and,

WHEREAS, the above referenced Interlocal Agreement provides in Article 19 for the addition of new members to said Authority after one year of operation as determined by vote of the Board of Directors of said Authority; and,

WHEREAS, Article IV, Section 8 of the Bylaws of the Washington Cities Insurance Authority provides the procedure for the admission of new members to said Authority; and,

WHEREAS, on **April 9, 2021**, the Executive Committee of the Washington Cities Insurance Authority did pass a motion authorizing and inviting **Northshore Park and Recreation Service Area** to become a new member of said Authority; and,

WHEREAS, **Northshore Park and Recreation Service Area** by decision of its respective legislative and executive authorities, has decided to become a new member to the Washington Cities Insurance Authority commencing on **April 26, 2021**;

NOW THEREFORE, for and in consideration of all of the mutual benefits, covenants, and agreements contained herein, **Northshore Park and Recreation Service Area** by signature of its respective authorized representative to this **APPENDIX 161-21** to the original Interlocal Agreement, do hereby agree to be bound to all the terms, conditions, and covenants of the original Interlocal Agreement creating the Washington Cities

Insurance Authority and all previous appendixes, which are incorporated by reference herein and to become members of said Authority commencing at **12:01 a.m. on April 26, 2021.**

The new member whose representative signs this **APPENDIX 161-21** agree that they shall be bound to the original Interlocal Agreement and all previous appendixes, and to which the **APPENDIX 161-21** is attached; and further agree that they shall be bound by all provisions and terms of the Bylaws for the Washington Cities Insurance Authority as they now exist or may be amended in the future. The new member whose representative signs this agreement shall have the benefits of the Joint Protection Programs and obligations thereto as provided by the Washington Cities Insurance Authority commencing at **12:01 a.m., April 26, 2021.**

IN WITNESS WHEREOF, the party hereto has executed this **APPENDIX 161-21** to the Interlocal Agreement creating the Washington Cities Insurance Authority by authorized official thereof, on the date indicated below.

DATE: _____ BY: _____

TITLE: _____

ATTEST: _____

DATE: _____



INTERLOCAL AGREEMENT

CREATING THE WASHINGTON CITIES INSURANCE AUTHORITY

**INTERLOCAL AGREEMENT:
CREATING THE WASHINGTON CITIES
INSURANCE AUTHORITY**

THIS AGREEMENT is made and entered into in the State of Washington by and among the municipal corporations organized and existing under the Constitution or laws of the State of Washington, hereinafter collectively referred to as "**Member Cities**" or "**Cities**", and individually as "**Member City**" or "**City**" which are parties signatory to this Agreement and listed in Appendix A, which is attached hereto and made a part hereof. Said Cities are sometimes referred to herein as "**parties**".

RECITALS

WHEREAS, Ch. 48.62 RCW provides that two or more local governmental entities may, by interlocal agreement, jointly purchase insurance, jointly self insure, and/or jointly hire risk management services for any authorized purpose by any one or more of certain specified methods, and;

WHEREAS, each of the parties to this Agreement desires to join together with the other parties for the purpose of pooling their self-insured losses and jointly purchasing excess insurance and administrative services in connection with a Joint Protection Program for said parties, and;

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE I

Definitions

The following definitions shall apply to the provisions of the Agreement:

- (a) "**Authority**" shall mean the Washington Cities Insurance Authority created by this Agreement.
- (b) "**Board of Directors**" or "**Board**" shall mean the governing body of the Authority.
- (c) "**Claims**" shall mean demands made against the Authority arising out of occurrences which are within the Authority's Joint Protection Program as developed by the Board of Directors.
- (d) "**Excess Insurance**" shall mean that insurance purchased on behalf of the Authority to protect the funds of the Authority against catastrophes or an unusual frequency of losses during a single year.

(e) **"Executive Committee"** shall mean the Executive Committee of the Board of Directors of the Authority.

(f) **"Fiscal Year"** shall mean that period of twelve months which is established as the fiscal year of the Authority.

(g) **"Coverage"** shall mean and include self-insurance through a funded program and/or any commercial insurance contract.

(h) **"Executive Director"** shall mean that employee of the Authority who is appointed by the Board of Directors, and responsible for the management and administration of the Joint Protection Program of the Authority.

ARTICLE 2

Purpose

This Agreement is entered into by Cities in order to provide more comprehensive and economical liability coverage, to provide for the economical and self insurance pooling of risk exposures for all forms of insurance available or required by law for municipal corporations and for which State law authorizes the formation of pooling organizations to provide such insurance, to reduce the amount and frequency of Cities losses, and to decrease the cost incurred by Cities in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of Cities jointly in the creation of a separate entity, the Washington Cities Insurance Authority, to administer a Joint Protection Program wherein cities will jointly pool and self insure their losses and claims, and may jointly purchase excess insurance and administrative and other services including claims adjusting, data processing, risk management consulting, loss prevention, legal and related services.

It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional municipal corporations organized and existing under the Constitution or laws of the State of Washington as may desire to become parties to this Agreement and members of the Authority, subject to approval by the Board of Directors.

It is also the purpose of this Agreement to provide, to the extent permitted by law, that the Authority may, in the discretion of its Directors, contract with non-member Cities or other municipal corporations in the State of Washington to provide, at a reasonable charge, such non-member Cities or municipal corporations administrative and other services including claims adjusting, data processing, risk management consulting, loss prevention and training.

ARTICLE 3

Parties to Agreement

Each party to this Agreement certifies that it intends to and does contract with all other parties who are signatories of this Agreement and, in addition, with such other parties as may later be added to and signatories of this Agreement pursuant to Article 19. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Articles 20 and 21, shall not affect this Agreement nor such party's intent to contract as described above with the other parties to the Agreement then remaining.

ARTICLE 4

Term of Agreement

This Agreement shall become effective on January 1, 1981, and shall continue for not less than three years until and unless terminated as hereinafter provided.

ARTICLE 5

Creation of Authority

Pursuant to Ch. 48.62 RCW, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of any party to this Agreement.

ARTICLE 6

Powers of Authority

(a) The Authority shall have the powers common to Cities and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

- (1) To make and enter into contracts;
- (2) To incur debts, liabilities or obligations;
- (3) To acquire, hold or dispose of property, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
- (4) To sue and be sued in its own name; and
- (5) To exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.

(b) Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

ARTICLE 7

Board of Directors

(a) The Authority shall be governed by the Board of Directors which is hereby established and which shall be composed of one representative from each Member City who is an employee or official of that City, as appointed by the City Council, Commission, or appointing official of that City. Each City Council, Commission, or appointing official in addition to appointing a member of the Board, shall appoint at least one alternate who also shall be an officer or employee of that City. The alternate appointed by a City shall have the authority to attend, participate in and vote at any meeting of the Board when the regular member for whom he or she is an alternate is absent from said meeting.

(b) Each member or alternate of the Board shall be appointed for a one year term and until a successor is appointed. Each member or alternate shall serve at the pleasure of the City by which he or she has been appointed as long as he or she is an officer or employee of the City.

(c) Each member of the Board shall have one vote.

ARTICLE 8

Powers of the Board of Directors

The Board of Directors of the Authority shall have the following powers and functions:

(a) The Board may elect from its members, pursuant to Article 10 of this Agreement, an Executive Committee to which it may give authority to make and implement any decisions, including those involving the administration of the Authority, except those decisions that would require an amendment of this Agreement, under Article 26 herein.

(b) The Board may review all acts of the Executive Committee, and shall have the power to modify and/or override any decision or action of the Executive Committee upon a majority vote of the entire Board of Directors.

(c) The Board shall review, modify if necessary, and approve the annual operating budget of the Authority.

(d) The Board shall receive and review periodic accounting of all funds under Article 14 and 15 of this Agreement.

(e) The Board shall have the power to conduct on behalf of the Authority, all business of the Authority which the Authority may conduct under the provisions hereof and pursuant to law.

(f) The Board shall determine and select a Joint Protection Program for the Authority.

(g) The Board shall determine and select all necessary instruments of coverage to carry out the Joint Protection Program of the Authority.

(h) The Board shall have the authority to contract for or develop various services for the Authority, including, but not limited to claims adjusting, loss control and risk management consulting services.

(i) The Board shall appoint an Executive Director of the Authority and shall receive and act upon reports of the Executive Director.

(j) The Executive Director shall have the power to hire such persons as the Board authorizes for the administration of the Authority, including the "borrowing" of management-level employees from one or more of the Member Cities to assist in the development phase of the Joint Protection Program of the Authority, subject to the approval of the Member City. Any Member City whose employee is so "borrowed" according to this provision shall be reimbursed by the Authority for that employee's time spent or services rendered on behalf of the Authority.

(k) The Executive Director shall have the general supervisory control over the day-to-day decisions and administrative activities of the Authority.

(l) The Board shall have such other powers and functions as are provided for in this Agreement, including, but not limited to, the power to authorize the contracts with non-member Cities or municipal corporations and the "Authority", to provide services to such non-members as set forth in Article 2, upon such terms and conditions as the Director shall decide appropriate.

ARTICLE 9

Meetings of the Board of Directors

(a) **Meetings.** The Board shall provide for its regular, adjourned regular and special meetings; provided, however, that it shall hold at least one regular meeting annually.

(b) **Minutes.** The Board of the Authority shall cause minutes of regular, adjourned regular and special meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to each City.

(c) **Quorum.** A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. A vote of the majority of those members present at a meeting shall be sufficient to constitute action by the Board.

ARTICLE 10

Executive Committee

The Board of Directors may appoint at any time of the year during a Board meeting an Executive Committee of the Board of Directors which shall consist of an odd number of not less than five nor more than nine members, as determined by the Board of Directors. Two of the members of the Executive Committee shall be the President of the Board of Directors, and the Vice President of the Board of Directors; the remainder of the members, after their original election, shall be elected by the Board of Directors at the same time the officers of the Board are elected in January of each calendar year. The President of the Authority, or the Vice President in his or her absence, shall serve as the Chairperson of the Executive Committee. The Board of Directors may delegate any of the powers of the Board as outlined in Article 8 to the Executive Committee and may establish and delegate any other powers and duties the Board deems appropriate.

ARTICLE 11

Officers of the Authority

(a) **President and Vice President.** The Board shall elect a President and Vice President of the Authority at its first meeting, each to hold office for one year term and until successor is elected. Thereafter in January of each succeeding calendar year, the Board shall elect or re-elect the President and Vice President for the ensuing year. In the event the President or Vice President so elected ceases to be a member of the Board, the resulting vacancy in the office of President or Vice President shall be filled at the next regular or special meeting of the Board held after such vacancy occurs. In the absence or inability of the President to act, the Vice President shall act as President. The President, or in his or her absence, the Vice President, shall preside at and conduct all meetings of the Board and shall be a member and the Chairperson of the Executive Committee.

(b) **Executive Director.** The Executive Director shall have the general administrative responsibility for the activities of the Joint Protection Program and shall appoint all necessary employees thereof.

(c) **Treasurer.** The Treasurer shall be appointed by the Board and shall be a person other than the Executive Director. The duties of the Treasurer are set forth in Article 14 and 15 of this Agreement.

(d) **Attorney.** The Board of Directors shall select an attorney for the Authority. The attorney may be, but is not required to be, a City Attorney, from a Member City. In the event the attorney is precluded from acting because of a conflict of interest or legal impediment, or for other good reason, the Board may employ independent counsel as the attorney for the Authority. The attorney shall serve at the pleasure of the Board of Directors.

ARTICLE 12

Coverage

(a) The coverage provided for Member Cities by the Authority shall be defined by the Board and may allow or require protection for comprehensive liability, personal injury, errors and omissions, contractual liability, and such other areas of coverage as the State shall require or the Board shall determine.

(b) The Authority shall maintain a coverage limit for Member Cities determined by the Board of Directors to be adequate. The Board may arrange purchase of a group insurance policy for Member Cities interested in obtaining additional coverage above this limit, at an additional cost to those participating Cities.

(c) The Board may arrange for the purchase of any other insurance deemed necessary to protect the funds of the Authority against catastrophes.

ARTICLE 13

Development of the Joint Protection Program

(a) As soon as practicable after the effective date of this Agreement, but prior to the effective date of the Joint Protection Program, the Board of Directors shall adopt the Authority's Joint Protection Program, including the coverage provided for in Article 12, the amount of initial assessment, the precise cost allocation plan and formula, the pro forma financial statement of the Authority, and the amount and type of excess insurance which may be procured.

(b) The Joint Protection Program provided by the Authority shall extend to all city department operations except transit, aviation and hospitals, unless otherwise excluded by the Board of Directors.

(c) The initial assessment for each City shall be determined by the Board, in its discretion, based upon a fair formula which may consider, but not be limited to, total City worker hours, total City payroll, administrative experience of the City, the previous loss experience of the City, the liability risks of the City and the costs to the Authority of adding the City as a member.

(d) The cost allocation plan and formula adopted by the Board shall provide for an adjustment in the Member Cities' assessments at the end of the first year of operation, and annually thereafter, in order to produce an assessment for the following year for each City shall consider, but not be limited to, the following:

- (1) That amount of losses borne individually by the City, as determined by the Board; and
- (2) The City's share of pooled losses and other expenses, as determined by the Board; and
- (3) The City's contribution to a catastrophe fund and reserves for incurred-but-not-reported losses, and amount of such fund and reserves to be determined by the Board.

(e) The Board may at any time make additional assessment adjustments to correct any fund deficit as the Board deems necessary to maintain the financial integrity of the Authority..

(f) The Board shall adopt criteria for determining each City's annual share of pooled losses, expenses and contribution to a catastrophe fund which may include the City's payroll as compared to the total payroll of all Member Cities, the City's individual loss experience, and such other criteria as the Board may determine to be relevant.

(g) The annual readjustment of the amount of assessment shall be made and notices for readjusted assessment amounts and the next year's assessments shall be distributed at least ninety (90) days prior to the close of each fiscal year. This assessment amount, together with any readjusted amount due under paragraph (c) above, shall be due and payable on or before fifteen (15) days after the beginning of the fiscal year.

(h) Inasmuch as some Member Cities may experience an unusual frequency of losses during a single fiscal year, which could increase their final assessment substantially for that year and cause budgetary problems, the Board may provide for payment of a portion of

such assessment to be made over a period of time, not to exceed three years, plus reasonable interest.

ARTICLE 14

Accounts and Records

(a) **Annual Budget.** The Authority shall annually adopt an operating budget, pursuant to Article 8(c) of this Agreement.

(b) **Funds and Accounts.** The Authority shall establish and maintain such funds and accounts as may be required by state law and proper accounting practices. Books and records of the Authority shall be in the hands of the Treasurer and shall be open to any inspection at all reasonable times by representatives of Member Cities.

(c) **Executive Director's Report.** The Executive Director, within one hundred and twenty (120) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each Member City.

(d) **Annual Audit.** The Board may provide for a certified, annual audit of the accounts and records of the Authority such audit shall conform to generally accepted auditing standards. When such an audit of the accounts and records is made by a Certified Public Accountant, a report thereof shall be filed as a public record with each of the Member Cities. Such report shall be filed within six (6) months of the end of the year under examination.

(e) **Costs.** Any costs of the audit, including contracts with, or employment of, Certified Public Accountants, in making an audit pursuant to this Article, shall be borne by the Authority and shall be considered included within the term "administrative costs".

ARTICLE 15

Responsibility for Monies

(a) The Treasurer of the Authority shall have the custody of and disburse the Authority's funds subject to Board approval. He or she shall have the authority to delegate the signatory function to such persons as are authorized by the Board.

(b) A bond in the amount set by the Board, as outlined by State RCW shall be required of all officers and personnel authorized to disburse funds of the Authority, such bond to be paid for by the Authority.

(c) The Treasurer's duties shall include:

(1) Receive and receipt for all money of the Authority and place it in the treasury to the credit of the Authority;

(2) Be responsible upon his or her official bond for the safekeeping and disbursement of all of the Authority's money so held by him or her;

(3) Pay, when due, out of money of the Authority so held by him or her, all sums payable on outstanding debts of the Authority;

(4) Pay any other sums due from the Authority money only upon request for payment signed by the President of the Board or the Executive Director. The Board may designate an alternate signature for each; and

(5) Verify the report in writing on the first day of July, October, January and April of each year to the Authority and to Member Cities the amount of money held for the Authority, the amount of receipts since the last report, and the amount paid out since the last report.

ARTICLE 16

Responsibilities of the Authority

The Authority shall perform the following functions in discharging its responsibilities under this Agreement:

(a) Provide coverage by whatever means and methods the Board deems appropriate, including but not limited to a self-insurance fund and commercial insurance, as well as excess coverage and umbrella insurance, by negotiation or bid, and purchase, as necessary.

(b) Assist Cities in obtaining insurance coverages for risks not included within the basic coverage of the Authority.

(c) Assist each City's assigned risk manager with the implementation of that function within the City.

(d) Provide loss prevention and safety and consulting services to Cities as required.

(e) Provide claims adjusting and subrogation services for claims covered by the Authority's Joint Protection Program.

(f) Provide loss analysis by the use of statistical analysis, data processing, and record and file-keeping services, in order to identify high exposure operations and to evaluate proper levels of self-retention and deductibles.

(g) Provide for Cities, as needed, a review of their contracts to determine sufficiency of indemnity and insurance provisions.

(h) Conduct risk management audits to review the participation of each City in the program. The audit shall be performed by the Executive Director, or, at the discretion of the Board, an independent auditor may be retained by contract to conduct the audits.

(i) The Authority shall have such other responsibilities as deemed necessary by the Board of Directors in order to carry out the purposes of this Agreement.

ARTICLE 17

Responsibilities of Member Cities

Member Cities shall have the following responsibilities:

(a) The City Council, Commission, or appointing official of each City shall appoint a representative and at least one alternate representative to the Board of Directors, pursuant to Article 7 of this Agreement.

(b) Each City shall appoint an employee of the City to be responsible for the risk management function within that City, and to serve as a liaison between the City and the Authority as to risk management.

(c) Each City shall maintain an active safety officer and/or committee, and shall consider all recommendations of the Authority concerning the development and implementation of a loss control policy to prevent unsafe practices.

(d) Each City shall maintain its own set of records, as a loss log, in all categories of loss to insure accuracy of the Authority's loss reporting system.

(e) Each City shall pay its assessment and any readjusted assessment promptly to the Authority when due. After withdrawal or termination, each City shall pay promptly to the Authority its share of any additional assessment and accrued interest at a rate determined by the Board when and if required of it by the Board under Article 22 or 23 of this Agreement.

(f) Each City shall provide the Authority with such other information or assistance as may be necessary for the Authority to carry out the Joint Protection Program under this Agreement.

(g) Each City shall in any and all ways cooperate with and assist the Authority, and any insurer of the Authority, in all matters relating to this Agreement and covered losses, and will comply with all by-laws, rules and regulations adopted by the Board of Directors.

ARTICLE 18

Interim Period and Effective Date of Program

(a) **Interim Period.** Once this Agreement has been initially signed, the estimated deposit charge for each City shall be developed and presented to each City by written notice. Each City shall have thirty (30) days from the receipt of such notice to withdraw from the Agreement.

After the end of this thirty (30) day period, and prior to December 1, 1980, each City's actual deposit charge shall be determined. Each City which signed the Agreement shall be bound thereby unless the actual deposit charge for the first year exceeds the estimated deposit charge in the written notice. If the actual deposit charge exceeds the estimated deposit charge, a Member City may nevertheless, elect to proceed with its participation in the Joint Protection Program by informing the Authority, in writing, of its decision to that effect.

(b) **Effective Date.** After each City's actual deposit charge for the first year has been determined, written notice to that effect shall immediately be given to all Cities. The Joint Protection Program shall become effective thirty (30) days from the date of such notice.

(c) **Joint Protection Program.** After this Agreement becomes effective, the Authority shall develop the details of the Joint Protection Program more fully described in Article 12 and 13 of this Agreement.

ARTICLE 19

New Members

After the effective date of the Joint Protection Program is established by the Authority, according to the provisions of Article 18, additional Cities shall not be permitted to become signatories to this Agreement, or to enter the Joint Protection Program, during the first year of operation. Following the first year of operation, the Authority shall allow entry in the program of new members approved by the Board at such time during the year as the Board deems appropriate. Cities entering under this Article will be required to pay their share of organizational expenses as determined by the Board, including those necessary to analyze their loss data and determine their assessment.

ARTICLE 20

Withdrawal and Cancellation

(a) City Withdrawal From Authority Membership

(1) A Member City may withdraw as a party to this Agreement pursuant to requirements of Article 18.

(2) A Member City which signs the Agreement and enters the Joint Protection Program pursuant to Article 18 may not withdraw as a party to this Agreement and as a member of the Authority for a three-year period commencing on the effective date of the Joint Protection Program, as determined by Article 18.

(3) After the initial three-year non-cancelable commitment to the program, a Member City may withdraw from membership only at the end of any fiscal year of the Authority, provided it has given the Authority twelve months prior written notice of its intent to withdraw from this Agreement. Such notice shall be hand carried or mailed to the offices of the Authority by certified mail.

(4) Withdrawal of membership will result in automatic cancellation of such Member City's participation in the Joint Protection Program, any excess insurance and any other programs offered by the Authority effective the date of withdrawal. Further, the Authority reserves the right to non-renew said withdrawing Member City's coverage in any Authority program during such City's notice period.

(b) Authority Termination of City Membership

(1) The Authority shall have the right to terminate any City's membership in the Authority at any time. Such Termination of Membership shall be upon a majority vote of the Board of Directors present at a full Board meeting where such motion for termination of membership is presented. A City's termination of membership shall become effective no later than sixty (60) days after the date such motion is passed, but in no event shall membership extend beyond the last day of coverage in the current Authority program in which said City is a participant.

(2) For purposes of this section, Membership in the Authority consists of a Member City's right to have a representative on the Board of Directors and to vote on Board matters, and the right to participate or receive coverage in any Joint Protection Program, self-insured retention or excess insurance program, and to utilize any Authority services or programs.

(3) The Authority shall notify a City in writing of its intent to vote on a motion for Termination of Membership of the City at least 30 days before the meeting at which the motion is to be voted upon. The notification shall include reasons for the proposed Termination of Membership. The affected City has the right to be represented at the meeting where the motion for Termination of Membership is to be voted upon and will be provided an opportunity to address the Board members present if they so choose.

ARTICLE 21

Cancellation of Coverage

(a) The Authority shall have the right to cancel any Member City's participation in any coverage program offered by or through the Authority. The terms of such cancellation of coverage will be specified in each of the coverage documents for the Authority's various programs, except that excess coverage in any program shall automatically cancel effective the date of cancellation of its self-insured coverage. Further coverage in all Authority programs shall cease effective the date of Member City's voluntary withdrawal of membership from the Authority.

(b) The Authority may cancel any Member City's participation in any coverage program offered by or through the Authority without termination of the Member City's membership in the Authority. However, any City whose Membership in the Authority has been terminated pursuant to Article 20(B) shall automatically be canceled from participation in all coverage programs offered by or through the Authority as of the effective date of termination of membership.

ARTICLE 22

Effect of Withdrawal

(a) The withdrawal of any City from this Agreement shall not terminate the same and no City by withdrawing shall be entitled to payment or return of any assessment, consideration of property paid, or donated by the City to the Authority, or to any distribution of assets.

(b) The withdrawal of any City after the effective date of the Joint Protection Program shall not terminate its responsibility to contribute its share of funds to any fund or program created by the Authority until all claims, or other unpaid liabilities, covering the period the City was signatory hereto have been finally resolved and a determination of the final amount of payments due by the City or credits to the City for the period of its membership has been made by the Board of Directors. In connection with this determination, the Board may exercise similar powers to those provided for in Article 23(c) of this Agreement.

ARTICLE 23**Termination and Distribution**

(a) This Agreement may be terminated any time during the first three noncancelable years by the written consent of all Member Cities, and thereafter by the written consent of three-fourths of the Member Cities; provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distribution of assets and all other functions necessary to wind up the affairs of the Authority.

(b) Upon termination of this Agreement, all assets of the Authority shall be distributed only among the parties that have been Members of the Joint Protection Program, including any of those parties which previously withdrew pursuant to Article 20 or 21 of this Agreement, in accordance with and proportionate to their cash (including assessment) payments and property (at market value when received) contributions made during the term of this Agreement. The Board shall determine such distribution within six months after the last pending claim or loss covered by this Agreement has been finally disposed of.

(c) The Board is vested with all powers of the Authority for the purpose of winding up and dissolving the business affairs of the Authority. These powers shall include the power to require Member Cities, including those which were Member Cities at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of assessment deemed necessary by the Board for final disposition of all claims and losses covered by this Agreement. A City's share of such additional assessment shall be determined on the same basis as that provided for annual assessments in Article 13(d) and (e) of this Agreement, and shall be treated as if it were the next year's annual assessment for that City, subject to the limits described in Article 13(h) of this Agreement.

ARTICLE 24**Provisions for By-Laws and Manual**

As soon as practicable after the first meeting of the Board of Directors, and within the first twelve months of the Authority's existence, the Board shall cause to be developed Authority By-Laws and a policy and procedure manual to govern the day-to-day operations of the Authority. Each Member City shall receive a copy of any By-Laws, policy statement or manual developed under this Article.

ARTICLE 25**Notices**

Notices to Member Cities hereunder shall be sufficient if mailed to the office of the City Clerk of the respective Member City.

ARTICLE 26

Amendment

This Agreement may be amended at any time by the written approval of two-thirds of all City Councils or Commissions of Cities signatory to it, or by an amendment adopted in the manner provided for in the By-Laws.

ARTICLE 27

Prohibition Against Assignment

No City may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any City shall have any right, claim or title to any part, share, interest, fund, assessment or asset of the Authority.

ARTICLE 28

Agreement Complete

The foregoing constitutes the full and complete Agreement to the parties. There are no oral understandings or agreements not set forth in writing herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by Authorized officials thereof on the date indicated in the appropriate Appendix.

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WCIA Full Board Delegate Job Description

Entity: _____

The appointed Board Delegate's responsibilities and tasks are as follows:

1. Function as the primary source to coordinate communication with the Full Board, Executive Committee, and Authority staff regarding its member's needs. An appointed WCIA Delegate must be in a position of authority to implement policy and procedures requested by WCIA. The Delegate must be responsive and accountable to the WCIA Delegate job description. WCIA will schedule New Delegate orientation within 30 days of appointment.
2. Arrange for orientation of elected officials, department heads and staff.
3. Notify WCIA of changes in or additions to department directors, especially those who are unfamiliar with the organization.
4. Attend at least one, and strongly encouraged to attend three, WCIA Full Board Meetings annually, come informed as to the issues, and vote appropriately. Full Board policies or actions voted by Board Delegates are binding for the member entity.
5. Develop a working knowledge of pool operations, including an understanding of the budget, investment strategies, assessment formula, program coverages, and Authority services and resources.
6. Timely coordinate with the Authority, liability and/or property claims reporting procedures, newsletter distribution, risk management and loss control issues, annual field audits, insurance and indemnity requirements for member contracts, and generally possess the ability to communicate issues throughout the member entity. In order to take advantage of training offered, distribute training announcements within three (3) days to the identified departments.
7. Coordinate insurance coverage letter requests, Authority annual requests for worker hour and property or automobile schedule updates, additions and changes on a timely basis.
8. Receive and ensure timely processing of the annual assessment billing.
9. Monitor and coordinate compliance with the COMPACT.
10. Contact WCIA when member programs have increased risk exposure in property and liability, i.e. seek assistance for insurance and indemnification requirements.
11. Other duties developed by the Authority.

Signature of Appointing Official	Title	Date
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Signature of Delegate	Title	Date
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Printed Name of Delegate	Email Address
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Signature of Alternate Delegate	Title	Date
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Printed Name of Alternate Delegate	Email Address
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TO: Chair Agnew and Members of the NPRSA Board

FROM: Kellye Mazzoli, Executive Director
 Carly Joerger, Levy Program Manager (Presenter)

DATE: April 21, 2021

SUBJECT: Consideration of Adjusting Agreement # A-21-03-01, an Interlocal Agreement with City of Everett for Cooperative Purchasing

POLICY CONSIDERATION: This item asks the Board to consider adjusting an Interlocal Agreement with the City of Everett for Cooperative Purchasing to increase the NPRSA’s job-order contract capacity from \$1 million to \$2.5 million. If approved, the NPRSA increases the total cost of projects it can complete using the job-order contract. If denied, the NPRSA will cap its job-order contract threshold at \$1 million.

HISTORY:

DATE	ACTION
AUGUST 19, 2020	NPRSA Board approves Purchasing Policy
NOVEMBER 18, 2020	NPRSA Board amends Purchasing Policy allowing the Executive Director to authorize use of alternative procurement and contracting methods
DECEMBER 16, 2020	NPRSA Board authorized use of Job-Order Contracting
MARCH 17, 2021	NPRSA Board approves Agreement # A-21-03 with City of Everett for Cooperative Purchasing

On August 19, 2020 the NPRSA Board adopted its first Purchasing Policy, defining the NPRSA’s procedures for procuring goods and services. On November 18, 2020 the Board amended the Purchasing Policy to include an additional provision allowing the Executive Director to authorize the use of alternative procurement and contracting methods that are allowed in state law but may not be specifically listed in the Purchasing Policy. On December 16, 2020 the Board determined job-order contracting, an alternative public works procurement method, would provide benefit to the public and directed staff to establish a job-order contract program for the NPRSA. On March 17, 2021 the NPRSA Board approved an

interlocal agreement, # A-21-03 with City of Everett for Cooperative Purchasing. This agreement capped the NPRSA's job-order contract capacity at \$1 million.

DISCUSSION: This item asks the Board to consider adjusting the interlocal agreement with City of Everett to increase the NPRSA's job-order contract capacity from \$1 million to \$2.5 million. This change has resulted from two developments. The first is that the City of Everett has completed its project planning for the rest of 2021 and determined it has additional job-order contract capacity that will not be used. The second is that initial scoping and cost estimating done by the job-order contract consultant and contractor show the NPRSA's slated projects for 2021 will easily exceed the \$1 million threshold. Staff recommend approving the adjusted agreement and accept the additional capacity.

FISCAL IMPACTS: This item is budgeted for in the 2021 budget under capital outlay and general fund balance. The interlocal agreement grants the NPRSA a job-order contract threshold of \$2.5 million.

ATTACHMENTS: Att-1 Agreement # A-21-03-01, Interlocal Agreement with City of Everett for Cooperative Purchasing

RECOMMENDED ACTION: Move to approve adjustments to agreement # A-21-03-01, Interlocal Agreement with City of Everett for Cooperative Purchasing, increasing the NPRSA's job-order contract capacity from \$1 million to \$2.5 million.

INTERAGENCY AGREEMENT BETWEEN
CITY OF EVERETT, WASHINGTON

AND

NORTHSHORE PARKS AND RECREATION SERVICE AREA

This Agreement is made and entered into by and between the **City of Everett**, hereinafter referred to as "City", and the **Northshore Parks and Recreation Service Area**, hereafter referred to as "Agency," each party having been duly organized and now existing under the laws of the State of Washington.

WHEREAS, the City has entered into a job order contract as authorized by Chapter 39.10 RCW with Forma Construction ("Contractor") dated on or about November 20, 2018, as amended by amendments 1-4 (the "JOC Contract"); and

WHEREAS, the JOC Contract was procured by a Request for Proposals, "Job Order Contracting – General Construction Services RFP #2018-022" dated July 12, 2018, and this Request for Proposals stated that the JOC Contract may be used by other agencies; and

WHEREAS, Amendment No. 4 to the JOC Contract provides an opportunity for other public agencies to use the terms and conditions of the JOC Contract ("JOC Amendment No. 4"); and

WHEREAS, the Agency wishes to utilize, in part, the terms and conditions of the JOC Contract to perform various Agency job order projects on Agency facilities; and

WHEREAS, the City desires to enter into this Agreement with Agency to allow the Agency to utilize the terms and conditions of the JOC Contract; and

WHEREAS, the parties hereto have determined that they have the authority to enter into this Agreement in accordance with Chapter RCW 39.34 RCW, Interlocal Cooperation Act, and their respective policies and procedures, as amended.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. STATEMENT OF WORK

Subject to the provisions of this Agreement, the Agency may issue job orders to Contractor for job order construction services. The job order construction services for such Agency job orders will be provided by Contractor directly to the Agency on the same terms and conditions as the JOC Contract, except that for such Agency job order construction services:

- (a) the City will not be a party to the job order between Agency and Contractor for such services;
- (b) the obligations owed by Contractor to the City under the terms and conditions of JOC Contract will instead be owed by Contractor to the Agency, including but not limited to obligations to provide performance and payment bonds to Agency for work performed for

the Agency and to provide insurance endorsements that name the Agency as additional insured; and

- (c) the obligations owed by the City to Contractor under the the terms and conditions of JOC Contract will instead be owed by the Agency to Contractor, including but not limited to obligations to pay for construction services rendered by Contractor.

A copy of the JOC Contract, including its amendments 1-4, is attached hereto as Attachment "A". In the event that the City and Contractor further amend the JOC Contract, the terms and conditions of of such amendment will apply from its effective date to job order construction services provided to Agency.

All job orders issued by Agency to Contractor shall state substantially the following: "All work described herein is provided to the Agency by Contractor in connection with Amendment No. 4 to the Job Order Contract between Forma Construction and the City of Everett. The City of Everett is not a party to, nor responsible for, performance of or payment for the work described in this job order." However, the omission of such provision from a job order shall not change any persons' rights or obligations under this Agreement or JOC Amendment No. 4.

Contractor will directly invoice the Agency for any and all such construction services provided. Prior to the issuance of any job orders by Agency, the Agency and Contractor will sign a letter agreement provided by the City, which will confirm the agreement for provision of job order construction services to the Agency.

2. TERMS AND CONDITIONS

The Agency and City agree that any work performed for the Agency by Contractor and its respective subcontractors under this Agreement shall be conducted in accordance with the terms and conditions of the JOC Contract as set forth in this Agreement.

3. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence when this Agreement is signed by both parties and be completed no later than November 20, 2021, unless changed by Amendment to this Agreement.

4. COMPENSATION; PAYMENT PROCEDURE

The total value of all job orders issued by the the Agency to Contractor shall not exceed \$2,500,000. Contractor shall directly invoice the Agency and the Agency shall directly pay Contractor pursuant to the payment and compensation terms identified within the JOC Contract, respectively.

5. RECORDS MAINTENANCE

City, Agency, Contractor and their contractors, subcontractors, sub-consultants, representatives and employees shall each maintain books, records, documents, and other evidence for six (6) years after the expiration of this Agreement (unless a longer period of time is specified in applicable records retention policies in which case such policies shall prevail). These records shall be subject to inspection, review, or audit by personnel of both parties' and other personnel duly authorized by either party, or the Washington State Auditor.

6. CONTRACT MANAGEMENT

- (a) Theresa Bauccio-Teschlog will be the City Representative for all communications regarding this

Agreement. The City Representative shall be responsible for monitoring the performance of this Agreement.

(b) Carly Joerger will be the Agency Representative for all communications regarding this Agreement. The Agency Representative shall be responsible for monitoring the performance of this Agreement.

(c) Rob Wettleson shall serve as the Contractor Representative for all communications regarding the job order construction services as addressed herein.

7. NO CITY RESPONSIBILITY

The Agency specifically agrees that the City shall have no liability or responsibility whatsoever for the Agency's use of the terms and conditions of the JOC Contract, the performance of Contractor, or any other matter relating to Agency job orders. The Agency, and not the City, shall have complete responsibility for paying Contractor for services related to Agency job orders. The City makes no representations or warranties of any kind, including without limitation no representations or warranties regarding contractors, performance, Contractor's insurance and bonds, or the enforceability of the terms and conditions of the JOC Contract against the Contractor. The Agency uses Contractor and uses the terms and conditions of the JOC Contract all solely at Agency's own risk.

8. INDEMNIFICATION AND RELEASE

The Agency releases and shall indemnify, defend and hold harmless the City and its officers, employees and agents (each such person, an "Indemnitee") from and against any and all claims, actions, damages, liability, costs and expenses, including attorney's fees, arising out of or relating to (a) any Agency job order to Contractor, (b) the Agency's use of the terms and conditions of the JOC Contract and (c) any work done by Contractor or its subcontractors for the Agency. The foregoing indemnity, defense, and hold harmless obligation includes without limitation indemnity, defense, and hold harmless for each Indemnitee from and against any request, claim or demand for payment by Contractor or Contractor's subcontractors or Contractor's suppliers or Contractor's employees in connection with Agency job orders. This Section is specifically and expressly intended to constitute a waiver of the Agency's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the full extent necessary to provide each Indemnitee with a full and complete indemnity from claims made by the Agency and its employees, to maximum extent allowed by law. AGENCY AND CITY ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

9. TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

10. ALL WRITINGS CONTAINED HEREIN/AMENDMENTS

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

City and Agency may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the parties or their respective delegates.

11. VENUE

The parties shall bring any litigation arising out of or relating to this Agreement only before the Snohomish County Superior Court.

12. COUNTERPARTS

Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

CITY OF EVERETT

Northshore Parks and Recreation Service Area

WASHINGTON

Signature: _____

Typed/Printed Name: _____

Title: _____

By: _____

Cassie Franklin, Mayor

Date

Date

ATTEST:

APPROVED AS TO FORM:

Sharon Fuller, City Clerk

David C. Hall, City Attorney

Date: _____

Date: _____

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TO: Chair Agnew and Members of the NPRSA Board

FROM: Kellye Mazzoli, Executive Director
 Carly Joerger, Levy Program Manager (Presenter)

DATE: April 21, 2021

SUBJECT: Consideration of Adjusting Agreement # A-21-05, Professional Services Agreement with Cornerstone Architectural Group

POLICY CONSIDERATION: This item asks the Board to consider entering into a Professional Services Agreement with Cornerstone Architectural Group. If approved, the Board will utilize professional architectural and engineering services to implement the Capital Repairs Plan over the next two years at a total not to exceed amount of \$200,000.

HISTORY:

DATE	ACTION
AUGUST 19, 2020	NPRSA Board approves Purchasing Policy
NOVEMBER 16, 2020	NPRSA Board adopts the Capital Repairs Plan
MARCH 17, 2021	NPRSA Board approves Agreement # A-21-03 with City of Everett for Cooperative Purchasing

On August 19, 2020 the NPRSA Board adopted its first Purchasing Policy, defining the NPRSA's procedures for procuring goods and services. On November 16, 2020 the Board adopted the Capital Repairs Plan identifying facility repairs based off of the Facility Condition Assessment. On March 17, 2021 the NPRSA Board approved an interlocal agreement, # A-21-03 with City of Everett for Cooperative Purchasing so the NPRSA may utilize their job-order contract program to implement its Capital Repairs Plan.

DISCUSSION: This item asks the Board to consider entering into a professional services agreement for professional architectural and engineering services. This agreement would support the implementation of the Board's Capital Repairs

Plan. The agreement has a Not to Exceed amount of \$200,000 over the next two years.

In accordance with the NPRSA's Purchasing Policy, staff prepared a Request for Qualifications (RFQ) seeking professional architectural and engineering services in support of the Board's Capital Repairs Plan. Staff assembled a selection committee comprised of the NPRSA's Levy Program Manager, Executive Director, City of Bothell's Acting Capital Division Manager, and the Northshore Senior Center's Administrative Services Director to evaluate submissions and participate in interviews. The NPRSA received five Statements of Qualifications in response to the RFQ, the selection committee shortlisted three firms to interview, and selected Cornerstone Architectural Group.

FISCAL IMPACTS: This item is budgeted for in the 2021 budget under capital outlay. The agreement has a Not to Exceed amount of \$200,000 over a two year term, effective from date of signature.

ATTACHMENTS: Att-1 Agreement # A-21-05, Professional Services Agreement with Cornerstone Architectural Group

RECOMMENDED ACTION: Move to approve agreement # A-21-05, Professional Services Agreement with Cornerstone Architectural Group.

NORTHSHORE PARKS AND RECREATION SERVICE AREA PROFESSIONAL SERVICES AGREEMENT

Contract No. # A-21-05

1. Parties.

This Professional Services Agreement, Contract No. # A-21-05 (“Agreement”), is entered into as of the Effective Date specified below between the Northshore Parks and Recreation Service Area, a Washington quasi-municipal corporation having its principal place of business at 10201 E. Riverside Dr., Bothell, Washington 98011 (“NPRSA”), and Cornerstone Architectural Group, a corporation organized under the laws of the State of Washington, located and doing business at 6161 NE 175th Street, #101, Kenmore, WA 98028 (“Consultant”).

2. Recitals.

2.1 NPRSA desires to obtain professional services for work related to repairs to the NPRSA’s Senior Center facilities.

2.2 NPRSA has solicited for such professional services as required by law, including chapter 39.80 RCW if applicable.

2.3 Consultant represents that it is available and able to provide qualified personnel and facilities necessary for the work and services contemplated herein, and Consultant further represented that it can accomplish the work and services within the required time period and in accordance with NPRSA’s specifications and professional standards.

2.4 Consultant agrees to perform the work and services specified herein in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises set forth herein, it is agreed by and between the parties as follows:

3. Terms and Conditions.

3.1 Services. NPRSA hereby retains Consultant, and Consultant agrees, to perform in accordance with this Agreement the work and services as set forth in the Scope of Services/Scope of Work, which is attached and incorporated by this reference as **Exhibit A** (“Services”).

3.2 Payment.

3.2.1 NPRSA shall pay the Consultant for Services rendered based upon the Schedule of Charges, which is attached and incorporated by this reference as **Exhibit B** (“Schedule of Charges”). In no event shall the amount paid by NPRSA exceed the sum of \$200,000, including applicable sales taxes. This amount is the maximum amount to be paid under this Agreement and shall not be exceeded without prior written authorization from NPRSA in the form of a negotiated and executed supplemental agreement.

3.2.2 Consultant shall submit periodic invoices (but not more frequently than monthly) to NPRSA upon completion of the Services under the terms of payments as described in

Exhibit B. NPRSA shall pay Consultant within sixty (60) days of the receipt of a correct invoice in accordance with NPRSA's usual payment procedures. If NPRSA objects to all or any portion of any invoice, it shall so notify Consultant within twenty (20) days from the date of receipt but shall pay the undisputed portion of the invoice. The parties shall immediately make every effort to settle the disputed portion of any invoice.

3.2.3 Acceptance of any payment by Consultant shall constitute a release of all payment claims against NPRSA arising under this Agreement as to such portion of the Services. No payment to Consultant, whether periodic or final, shall constitute a waiver or release by NPRSA of any claim, right, or remedy it may have against Consultant regarding performance of the Services as required by this Agreement.

3.3 Time of Performance. Consultant agrees that the Services shall begin immediately upon the Effective Date or NPRSA's issuance of a Notice to Proceed, whichever is applicable, and Consultant shall continue to perform the Services with due diligence. In no event shall completion of the Services be delayed beyond two years from the Effective Date. The Schedule of Charges and time for performance of the Services shall not be increased because of any delays or costs attributable to Consultant. In the event of a delay not attributable to Consultant, which could not be reasonably anticipated and which results in an increase in costs to perform the Services, NPRSA may at its discretion, through the execution of an amendment or supplemental agreement, increase the Schedule of Charges and/or time for performance of the Services.

3.4 Relationship of Parties. Consultant is an independent contractor under this Agreement, and the parties intend that an independent contractor-client relationship is the only relationship created by this Agreement. No employee, agent, representative, or subconsultant of Consultant shall be or shall be deemed to be the employee, agent, representative, or subconsultant of NPRSA. Consultant has no authority, and will not represent itself to have authority, to legally bind NPRSA or otherwise act for NPRSA or on NPRSA's behalf. None of the compensation or other benefits provided by NPRSA to its employees shall be available to Consultant's employees, agents, representatives or subconsultants. Consultant shall be solely responsible for all compensation, taxes, withholding, and other benefits due to its employees, agents, representatives, and subconsultants. Consultant shall be solely responsible for its acts and omissions and for the acts and omissions of Consultant's agents, employees, representatives, and subconsultants during performance of this Agreement. On or before the Effective Date, Consultant shall file, maintain, and/or open all necessary records with the Internal Revenue Service and the State of Washington, and as may be required by RCW 51.08.195, to establish Consultant's status as an independent contractor.

3.5 Services Performed at Consultant's Risk. Consultant shall take all precautions reasonably necessary to perform the Services and shall be responsible for the safety of its employees, agents and subconsultants in the performance of the Services.

3.6 Supervision, Inspection and Performance.

3.6.1 Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the Services, the Services must meet the approval of NPRSA and shall be subject to NPRSA's general right of inspection and supervision to secure the satisfactory completion of this Agreement.

3.6.2 Consultant represents that it has or will obtain all personnel necessary to perform the Services and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by applicable laws and regulations to perform the Services. All Services shall be performed by Consultant, its employees, or by subconsultants whose selection has been authorized by NPRSA; provided that NPRSA's authorization shall not relieve Consultant or its subconsultants from any duties or obligations under this Agreement, or at law, to perform the Services in a satisfactory and competent manner. Consultant shall ensure that all contractual duties, requirements and obligations that Consultant owes to NPRSA shall also be owed to NPRSA by Consultant's subconsultants retained to perform the Services.

3.6.3 Consultant shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of the Services and all plans, designs, drawings, specifications, reports, and other work performed pursuant to this Agreement. Consultant shall perform the Services in accordance with the standard of care of its profession in the same or similar localities at the time services are performed. Consultant shall be responsible for the professional standards, performance, and actions of all persons and firms performing the Services under this Agreement. Consultant shall, without additional compensation, correct any specific breach of a contractual obligation in the Services and revise any errors or omissions in any plans, designs, drawings, specifications, reports, and other products prepared under this Agreement.

3.7 Termination of Agreement.

3.7.1 Termination by NPRSA for Consultant's Default. NPRSA may terminate this Agreement, in whole or in part and at any time, in writing if Consultant substantially fails to fulfill any or all of its material obligations through no fault of NPRSA. If NPRSA terminates all or part of this Agreement for default, NPRSA shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to Consultant using the criteria set forth below; provided that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work, and (b) any payment due to Consultant at the time of termination may be adjusted to the extent of any additional costs NPRSA incurs or will incur because of Consultant's default. In such event, NPRSA shall consider the actual costs incurred by Consultant in performing the Services to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services or deliverables were in a form or of a type which is usable and suitable to NPRSA at the date of termination, the cost to NPRSA of either completing the Services itself or employing another firm to complete the Services in addition to the inconvenience and time which may be required to do so, and other factors which affect the value to NPRSA of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Schedule of Charges. This provision shall not preclude NPRSA from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

3.7.2 Termination by NPRSA for Convenience. NPRSA may terminate this Agreement, in whole or in part and at any time, for the convenience of NPRSA. NPRSA shall terminate by delivery to Consultant a notice of termination specifying the extent of the termination and the effective date of termination. If NPRSA terminates this Agreement for convenience, NPRSA shall pay Consultant the amount otherwise due in accordance with this Agreement for Services satisfactorily performed to the date of termination.

3.7.3 Termination by Consultant. Consultant may terminate this Agreement in the case of a material breach and upon failure of NPRSA to remedy said breach within ten (10) days of written notice by Consultant of such breach. Consultant may also terminate the Agreement if key personnel and/or facilities are lost due to an act of God or other catastrophe creating a situation under which Consultant is physically unable to perform. Consultant's notice of termination shall be in writing.

3.8 Discrimination. When hiring of employees to perform Services, and in any subcontract arising hereunder, Consultant, its subconsultants, or any person acting on behalf of Consultant or subconsultant shall not, by reason of race, religion, color, age, sex, national origin or the presence of any sensory, mental or physical handicap, veteran status, or sexual orientation, discriminate against any person who is qualified and available to perform the Services to which the employment relates.

3.9 Indemnification and Compliance with Law.

3.9.1 The indemnification and defense obligations specified in this Section 3.9 ("Indemnity Obligations") have been mutually negotiated and shall survive the expiration, abandonment, or termination of this Agreement. The Indemnity Obligations shall extend to claims that are not reduced to a suit and to any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation. Inspection, acceptance or payment by NPRSA of or for any Services performed by Consultant shall not be grounds for avoidance of any Indemnity Obligations.

3.9.2 Consultant's duty to indemnify the NPRSA under this Agreement varies, as more particularly set forth below, depending on the circumstances that give rise to the obligation of indemnity. However, the Consultant's indemnity obligation shall extend – under any and all such circumstances – to all liability, claims, damages, losses, and expenses incurred by the NPRSA, whether direct, indirect, consequential, and specifically including (but not limited to) any attorneys' and consultants' fees and other expenses of litigation or arbitration (for convenience, these are collectively referred to as "losses") that arise from the particular act or omission giving rise to the indemnity obligation.

3.9.2.1 General Indemnity. Except to the extent that one of the more specific indemnity obligations set forth below applies, Consultant shall defend, indemnify, and hold harmless the NPRSA, including its officers, employees, agents, and volunteers, from any and all losses and claims including any and all claims for personal injury, bodily injury, including death, or damage to property that are caused or alleged to be caused, in whole or in part, by any act or omission of Consultant. This obligation of indemnity includes negligent acts (whether concurrent, contributory, or both) by the NPRSA. The obligation of indemnity under this Subparagraph does not, however, extend to losses caused by the sole negligence of the NPRSA.

3.9.2.2 Professional Errors and Omissions. For any losses that arise from the exercise of Consultant's professional judgment in the performance of architectural, landscape architectural, engineering, or land surveying services such that RCW 4.24.115 would apply, Consultant shall defend, indemnify, and hold harmless the NPRSA from all such losses to the extent caused or alleged to be caused by any violation of law, including

state, federal, or municipal law or ordinance, or by any negligent act, omission, breach of contract, or willful or intentional misconduct of Consultant. The obligation of indemnity under this Subparagraph does not, however, extend to losses caused by the negligence (whether sole, concurrent, or contributory) of the NPRSA.

3.9.2.3 Construction Claims. In the event that this Agreement is relative to the construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of any building, highway, road, excavation, or other structure, project, development, or improvement attached to real estate (specifically including moving or demolition in connection therewith) and therefore subject to RCW 4.24.115, Consultant shall defend, indemnify, and hold harmless the NPRSA from all losses to the extent caused or alleged to be caused by any violation of law, including state, federal, or municipal law or ordinance, or by any negligent act or omission of Consultant. The obligation of indemnity under this Subparagraph does not, however, extend to losses caused by the negligence (whether sole, concurrent, or contributory) of the NPRSA.

3.9.3 In any and all claims against the NPRSA by any employee of Consultant, the indemnification obligations set forth above shall not be limited in any way by any limitation on the amount or type of damages or compensation benefits payable by or for Consultant under the applicable worker's or workmen's compensation, benefit, or disability laws (including but not limited to the Industrial Insurance laws, Title 51 of the Revised Code of Washington). Consultant expressly waives any immunity Consultant might have under such laws and, by entering into this Agreement, acknowledges that this waiver has been mutually negotiated.

3.9.4 The obligations of this Paragraph shall not be construed to negate, abridge, or otherwise reduce any other right or obligation which would otherwise exist as to any person or entity described in this paragraph.

3.9.5 For purposes of this Paragraph only, the term "NPRSA" shall mean and include the NPRSA and its board members and other elected officials, other officers, employees, and agents, and the term "Consultant" shall mean and include Consultant, all of its Subconsultants and suppliers at all tiers, agents, and any other person directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

3.9.6 The parties recognize that one party may have unique knowledge or involvement in the acts that certain claims are based on; therefore, the parties agree that upon receipt or service of a claim arising out of or related to the work or project which is the subject of this Contract, the parties hereto will cooperate in good faith in the defense of any claim. The intent and purpose of this subsection is to ensure the good faith cooperation of both parties in the defense of any claim initially so that all necessary knowledge and personnel are made available to each other in order achieve the best claim defense possible.

3.9.6.1 The parties agree that they each have the right to tender the defense of any third party claims to the other party without violating the provisions of this section. However, notwithstanding any other provision in this section, in the event that either party fails to accept tender from the other party, the parties agree that it is their intent that they will cooperate and initially defend any claims arising out of, in connection with, or incident to their own acts, regardless of the type or characterization

of the act(s) and each party is free to assert such defenses, claims, counterclaims and third party claims as they deem appropriate.

3.9.6.2 At the time that liability for any disputed claim is ultimately determined by agreement, as a result of any agreed or mandatory dispute resolution process, or by final order of a court of competent jurisdiction, the parties will reimburse each other for any defense costs and claims costs and payments or judgment satisfaction that may have been incurred pursuant to the provisions of this subsection and which would not have been required of that party under the provisions of subsections 3.9.1 through 3.9.5 if their initial tender of defense had not been improperly rejected.

3.10 Insurance. Unless otherwise stated in Exhibit C, the following insurance requirements shall apply.

3.10.1 Insurance. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

3.10.2 No Limitation. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the NPRSA's recourse to any remedy available at law or in equity.

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

- A. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- B. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The NPRSA shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the NPRSA.
- C. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- D. Professional Liability insurance appropriate to the Consultant's profession.

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

- A. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- B. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
- C. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

3.10.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

- A. The Consultant’s insurance coverage shall be primary insurance as respect the NPRSA. Any insurance, self-insurance, or insurance pool coverage maintained by the NPRSA shall be excess of the Consultant’s insurance and shall not contribute with it.
- B. The Consultant’s insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the NPRSA. In the event that such endorsement cannot be obtained from Consultant’s insurance carrier, Consultant shall be responsible for providing notice in accordance with the terms of this provision.

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

3.10.7 Verification of Coverage. Consultant shall furnish the NPRSA with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work, which is attached and incorporated by this reference as **Exhibit C** (“Consultant’s Certificate(s) of Insurance”).

3.11 Records, Documents, and Audits.

3.11.1 Original documents, drawings, designs and reports developed under this Agreement, whether in written or electronic format, shall belong to and become the property of NPRSA, and shall be promptly delivered to NPRSA as required by the Services or at the termination of this Agreement. All written information submitted by NPRSA to Consultant in connection with the Services will be safeguarded by Consultant to at least the same extent as Consultant safeguards like information relating to its own business. If such information is publicly available, is already in Consultant’s possession or known to it, or is rightfully obtained by Consultant from third parties, Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

3.11.2 NPRSA acknowledges that the documents prepared by Consultant are prepared specific to the project described herein. If NPRSA modifies or uses any of said

documents for other projects or purposes without the written approval of Consultant, NPRSA releases Consultant from all responsibility for any errors or omissions therein with respect to such modification or other use.

3.11.3 Consultant and its subconsultants shall maintain books, records, documents, and other evidence directly pertinent to performance of the Services in accordance with generally accepted accounting principles and practices consistently applied. NPRSA or any duly authorized representative shall have access to and be permitted to inspect such books, records, documents, and other evidence for the purpose of audit, examination and copying for a period of six (6) years after completion or termination of the Agreement, whichever is later. Audits conducted under this Section 3.11 shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or auditing agency.

3.12 Disputes and Remedies.

3.12.1 Choice of Law; Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

3.12.2 Dispute Resolution. All claims, counterclaims, disputes, and other matters in question between NPRSA and Consultant arising out of or relating to this Agreement shall be referred to the NPRSA Executive Director or a designee for determination, together with all pertinent facts, data, contentions, and so forth. The NPRSA Executive Director shall consult with Consultant's representative and make a determination within thirty (30) calendar days of such referral. Should the claims, counterclaims, or disputes not be resolved by the NPRSA Executive Director's decision, the parties shall refer the matter to professional mediation in Seattle, Washington, which shall be conducted within thirty (30) calendar days of the NPRSA Executive Director's decision. The cost of mediation shall be shared equally. No civil action on any claim, counterclaim, or dispute may be commenced until thirty (30) days following such mediation. In the event of litigation between Consultant and NPRSA to enforce the rights under this Agreement, reasonable attorney fees and expenses shall be allowed to the prevailing party.

3.12.3 Remedies. NPRSA's rights and remedies in this Agreement are in addition to all other rights and remedies provided by law. NPRSA may exercise such rights and remedies in any order and at any time as it determines necessary or appropriate.

3.13 Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, or at such other address as given pursuant to this Section, and shall be effective on the next business day if sent by registered or certified mail or deposited with an overnight delivery service.

Bothell City Hall
Attn: Northshore Parks and
Recreation Service Area
18415 101st Ave. NE
Bothell, WA 98011

Cornerstone Architectural Group
Attention: Andre Coppin
6161 NE 175th Street, #101
Kenmore, WA 98028

3.14 Entire Agreement. The written terms and provisions of this Agreement, together with all referenced Exhibits, supersede all prior verbal statements of any officer or other representative of NPRSA, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and the referenced Exhibits.

3.15 Priority of Documents. In the event that the language and provisions of this Agreement are contrary to or conflict with any language or provisions set forth in any exhibit to this Agreement, the language and provisions of this Agreement shall control, and the contrary or conflicting language or provisions of the exhibit(s) shall be disregarded and shall be considered void.

3.16 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of NPRSA and Consultant.

3.17 Assignment. Any assignment of this Agreement by Consultant without the prior written consent of NPRSA shall be void.

3.18 Waiver. A waiver of any breach by either party shall not constitute a waiver of any subsequent breach.

3.19 Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

3.20 Counterparts. This Agreement shall be signed in duplicate or triplicate and may not be signed in counterparts.

3.21 Authorized Signatures. By their signatures below each party represents that it has taken all necessary steps and is fully authorized to sign for and on behalf of the named principal above.

3.22 Effective Date. This Agreement shall be effective on the last date entered by the parties below.

SIGNATURE PAGE FOLLOWS IMMEDIATELY

NORTHSHORE PARKS AND RECREATION SERVICE AREA:

By: Tom Agnew
Its: NPRSA Chair

Date:

CORNERSTONE ARCHITECTURAL GROUP:

By: Peter Andersen
Its: Managing Principal

Date:

EXHIBIT A

Scope of Services / Scope of Work

[See Attached]

EXHIBIT B

Schedule of Charges

[See Attached]

EXHIBIT C

Consultant's Certificate(s) of Insurance

[See Attached]



6161 NE 175th Street, Suite 101
Kenmore, Washington 98028
206.682.5000
cornerstonearch.com

April 9th, 2021

Carly Joerger
Levy Program Manager
18415 101st Ave. NE
Bothell, WA 98011

Re: A-21-05 Architectural Services - Cornerstone Architectural Group - Exhibit A

Dear Carly:

We are pleased to submit the following Exhibit A scope of work description to provide architectural and engineer services for the list of projects as outlined below. The work of this general contract and multiple projects at the Northshore Senior Center & Adult Day Center will be completed as defined below. Mutually acceptable schedule to be determined.

Cornerstone Architectural Group will prepare design drawings and or specifications, advise on the selection of building materials, submit for necessary permits, contract necessary sub-consultants, and coordinate with the contractor, other consultants, and the project owner to successfully complete the Phase I projects listed below.

1. Replace the carpet in both facilities at specified locations.
2. Replace floor in bathrooms in the Health and Wellness Center.
3. Install floor drains and toilet leaks in bathrooms in the Northshore Senior Center.
4. Replace the windows on the Northshore Senior Center.
5. Replace balcony flooring and siding in the Northshore Senior Center.
6. Paint interior of the Northshore Senior Center.
7. Replace the HVAC in the Northshore Senior Center.
8. Replace the roof at the Northshore Senior Center.
9. Provide a structural assessment of the pedestrian bridge.
10. Refinish the pedestrian bridge.

Cornerstone Architectural Group will also advise on design services needed and project prioritization for Phase II projects. Cornerstone will collaborate with the project owner, contractors, and other consultants to develop a project list for Phase II projects based on facility condition assessments, stakeholder engagement, and industry best practices for facilities serving older adults and adults with disabilities. Cornerstone will provide architectural and engineering services, similar to what is provided on Phase I, to successfully complete the Phase II projects.

Fees, other cost and reimbursables shall be set by the master contract A-21-05. See exhibit B for the hourly rates as set forth by the contract.

Please do not hesitate to contact me if I can provide additional information.

Respectfully,



André Coppin, RRC, RRO
Project Manager | Principal



6161 NE 175th Street, Suite 101
Kenmore, Washington 98028
206.682.5000
cornerstonearch.com

April 9th, 2021

Carly Joerger
Levy Program Manager
18415 101st Ave. NE
Bothell, WA 98011

Re: A-21-05 Architectural Services - Cornerstone Architectural Group - Exhibit B

Dear Carly:

Please find listed below the hourly billing rates for the various positions as requested.

Cornerstone Architectual Group (Architecture, Building Envelope & Interior Design)

- Principal \$230.00
- Building Envelope Consultant \$200.00
- Project Manager \$180.00
- Project Architect/Interior Designer \$150.00
- Building Envelope Technologist \$125.00
- CADD/Technical Support \$100.00
- Administrative \$80.00

Consultants: Add 10 % mark-up to billing rates listed below.

Peterson Strehle Martinson, Inc (Structural Engineering)

- Pncipal \$245.00
- Project Manager \$190.00
- Senior Engineer \$175.00
- Engineer \$150.00
- CADD Drafter \$110.00
- REVIT Modeler \$120.00
- Administration \$80.00

Riley Group (Hazardous Material Consultant)

- Principal \$185.00
- Project Manager \$135.00
- Architect/Engineer \$160.00
- Technical Support/CADD Drafter \$120.00
- Adminstration \$100.00

Hultz BHU (Mechanical & Electrical Engineering)

- Principal \$200.00
- Associate Principal \$175.00
- Senior Engineer \$150.00
- Senior Project Manager \$145.00
- Project Engineer \$135.00
- Project Manager \$125.00
- Senior Designer \$110.00
- Project Designer \$95.00
- CAD Technician \$85.00
- Clerical \$55.00

OTAK (Civil Engineering)

- Principal / Senior Project Manager \$225.00
- Civil Engineer IX / Project Manager \$168.00
- Civil Engineer V \$125.00
- Engineering Designer \$120.00
- Project Coordinator \$100.00

Please do not hesitate to contact me if I can provide additional information.

Respectfully,



André Coppin, RRC, RRO
Project Manager | Principal

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/08/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).


PRODUCER USI Insurance Services NW PR 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME: Please See Below:	
	PHONE (A/C, No, Ext): 206 441-6300	FAX (A/C, No): 610-362-8530
E-MAIL ADDRESS: Seattle.PLCertRequest@usi.com		
INSURED Cornerstone Architectural Group, P.S. 6161 NE 175th Street, Suite 101 Kenmore, WA 98028	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Hartford Casualty Insurance Company	NAIC # 29424
	INSURER B : Travelers Casualty & Surety Co. of Amer	31194
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	52SBWRW5517	01/04/2021	01/04/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	52SBWRW5517	01/04/2021	01/04/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			52SBWRW5517 (WA Stop Gap)	01/04/2021	01/04/2022	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability		<input checked="" type="checkbox"/>	106452315	01/04/2021	01/04/2022	\$2,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract #A-21-05.
 The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to Northshore Parks and Recreation Service Area, a Washington quasi-municipal corporation, its officers, employees, agents and volunteers, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named (See Attached Descriptions)

CERTIFICATE HOLDER Bothell City Hall c/o Northshore Parks and Recreation Service Area 18415 101st Ave. NE Bothell, WA 98011	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

DESCRIPTIONS (Continued from Page 1)

insured. The General Liability and Automobile Liability policies contain a special endorsement with Primary and Noncontributory wording, when required by written contract. The General Liability, Automobile Liability and Professional Liability policies include an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

BUSINESS LIABILITY COVERAGE FORM

POLICY: 52SBWRW5517

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

BUSINESS LIABILITY COVERAGE FORM

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY - WASHINGTON

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

This coverage is subject to all provisions in the **BUSINESS LIABILITY COVERAGE FORM** not expressly modified herein:

A. Amended Coverage:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

B. Paragraph B., EXCLUSIONS, is amended as follows:

1. Exclusion **g. Aircraft, Auto or Watercraft** does not apply to a "hired auto" that is a "non-owned auto".

2. Exclusion **e. Employers Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

3. Exclusion **f. Pollution** is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto".

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and
- (2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs **15.b.** and **15.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".

4. With respect to this coverage, the following additional exclusions apply:

a. Fellow Employee

Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.

b. Care, custody or control

Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.

C. With respect to the operation of a "hired auto" and "non-owned auto", Paragraph **C. WHO IS AN INSURED** is deleted and replaced by the following:

The following are "insureds":

a. You.

b. Your "employee" while using with your permission:

- (1) An "auto" you hire or borrow; or
- (2) An "auto" you don't own, hire or borrow in your business or personal affairs; or
- (3) An "auto" hired or rented by your "employee" on your behalf and at your direction.

c. Anyone else while using a "hired" auto" or "non-owned auto" with your permission except:

- (1) The owner or anyone else from whom you hire or borrow an "auto".
- (2) Someone using an "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (3) Anyone other than your "employees", (partners if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
- (4) A partner (if you are a partnership), or a member (if you are a limited liability company) for an "auto" owned by him or her or a member of his or her household.

d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

D. With respect to the operation of a "hired auto" or "non-owned auto", the following additional conditions apply:

1. OTHER INSURANCE

a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's auto by you or your employee".

b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

2. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

E. With respect to the operation of a "non-owned auto":

1. The EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY Exclusion applies only to "bodily injury" to any "employee" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "bodily injury" to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, the EMPLOYEE INDEMNIFICATION AND

EMPLOYER'S LIABILITY Exclusion is replaced by the following:

This insurance does not apply to "bodily injury" to:

- (a) An "employee" of the insured arising out of and in the course of employment by the insured; or
- (b) Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the insured under an "insured contract".

F. The following definitions are added:

LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

A "non-owned auto" is an "auto" you do not own including but not limited to:

- 1. "Hired auto" means any "auto" you lease, hire, rent or borrow; this does not include any auto you lease, hire, rent or borrow from any of your

"employees", your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other

auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

- 2. "Non-owned auto" means any "auto" that you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:
 - a. "Autos" owned by your "employees" or partners (if you are a partnership), or members (if you are a limited liability company) or your "executive officers" or members of their households but only while used in your business or your personal affairs.
 - b. Customer's "auto" that is in your care, custody or control for service.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

NOTICE OF CANCELLATION PROVIDED BY THE COMPANY

Professional Liability Terms and Conditions

Professional Liability Terms and Conditions

PROVISIONS:

Named Insured

Notice Schedule

Number of Days Notice of Cancellation: 30

Named Insured

1. Named Insured

2. 10 days Named Insured

Professional Liability Terms and Conditions

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