



Parks, Culture, and Recreation Board Meeting Agenda

Refer to the bottom of the agenda for meeting information.

Wednesday, June 4, 2025

5:30 PM

Council Chambers and Online

1. Call to Order

2. Roll Call

3. Land Acknowledgment

We, the City of Lacey, are on the ancestral land of the Tribal People of the Treaty of Medicine Creek, including the Nisqually Indian Tribe and Squaxin Island Tribe. We acknowledge and remember those Tribal People not recognized today who were absorbed or relocated into other tribes for survival. We recognize the ancestors and their descendants who are still here. We recognize and respect the Tribal People of the Treaty of Medicine Creek as the traditional stewards of this land since time immemorial and their role today in taking care of these lands in perpetuity. We recognize and have the responsibility to call attention to the histories of dispossession, forced removal, and abridged treaty rights that allowed our nation, state, and city to develop as they have today. We recommend that community members read the [Medicine Creek Treaty of 1854](#).

4. Approval of Agenda and Minutes

- A. Approval of the Agenda*
- B. Approval of May 7, 2025 Meeting Minutes*

5. Public Comment

Refer to the bottom of the agenda for instructions on how to provide public comment.

6. Business Items

- A. **Staff Introduction: Erika Scott-Small**
Erick Scott-Small, Recreation Coordinator
- B. **Bush Park Playground Fundraising Update**
Nita Sell, President-Elect Gateway Rotary
- C. **Regional Athletic Complex Phase 3 Funding and Concepts**
Jen Burbidge, Director
Troy Woo, Finance Director
SCJ Alliance & ALSC Architects Consulting Team

- D. **Arbors Park Lease and Maintenance Agreement***
Jen Burbidge, Director
- E. **South Puget Sound Disc Golf Association Agreements***
Jenny Wilson, Senior Parks Planner
- F. **Lacey Metropolitan Park District Presentation**
Jenny Wilson, Senior Parks Planner
- G. **Greg Cuoio Park Financial Plan**
Jen Burbidge, Director

7. Reports

- A. Commissioners
- B. Chair
- C. Recreation Manager
- D. Parks Maintenance Supervisor
- E. Senior Parks Planner
- F. Director

8. Adjourn

*Vote Requested

Next Meeting:

Parks, Culture, and Recreation Board Meeting: August 6, 2025, 5:30 p.m., Council Chambers and Online

Attend Remote or In Person

There are several ways to attend the Parks, Culture, and Recreation Board meeting:

- In Person: Council Chambers at Lacey City Hall
420 College Street SE, Lacey, WA 98503
- Zoom: https://us02web.zoom.us/webinar/register/WN_-7WKPvzTSbqBE4ycO1FNFQ
- Website: <https://cityoflacey.org/government/public-meetings/>
- YouTube: <https://www.youtube.com/watch?v=OtSubvWsaJ4>
- Phone: (888) 788-0099 or (877) 853-5247 (Webinar ID 837 6588 2859)

Verbal Public Comment

Each speaker is limited to three minutes. Comments are welcome on matters connected to City business or specific agenda items. **Because state law (RCW 42.17A.555) prohibits the use of public facilities to promote or oppose any ballot measure, public comment for or against the Lacey Metropolitan Park District cannot be accepted at this meeting.**

Prior to starting your comments, please provide your:

- a. Name
- b. City of residence or connection to the City
- c. Topic or subject matter of your comments

The opportunity for verbal public comment is available in-person or by Zoom:

In Person: Use the sign-up sheet at the meeting location.

Zoom: Preregister using the following Zoom link no later than two hours prior to the meeting:
https://us02web.zoom.us/webinar/register/WN_-7WKPvzTSbqBE4ycO1FNFQ
Instructions and access details will be provided once registration is complete.

Written Public Comment

Please submit written public comments to PRPublicComment@cityoflacey.org up to two hours prior to the start of the meeting. Public comments received by the deadline will be sent to Commissioners prior to the meeting, but will not be read at the meeting. Emailed correspondence that is received throughout the month will be included in the next available Parks, Culture, and Recreation Board packet under Correspondence.



Parks, Culture, and Recreation Board Meeting Minutes

Wednesday, May 7, 2025

Council Chambers and Online

1. Call to Order

Chair Wheeler called the meeting to order at 5:30 p.m.

2. Roll Call

Commissioners Present: Chair Aram Wheeler, Vice Chair Laurie Davies, Hilary Dykstra, Bill Fosbre, Michelle Gipson, Annette Roth

Commissioners Absent: Gary Larson, Aryan Kumar (youth commissioner)

3. Land Acknowledgment

Commissioner Fosbre read the land acknowledgment.

4. Approval of Agenda and Minutes

A. Approval of the Agenda

Commissioner Davies motioned to approve the agenda. Commissioner Fosbre seconded. Motion carried.

B. Approval of March 5, 2025 Meeting Minutes

Commissioner Fosbre motioned to approve the agenda. Commissioner Davies seconded. Motion carried.

5. Public Comment

No public comment.

6. Business Items

A. Youth Sports Program Update

Byron Schorzman, Recreation Coordinator

Recreation Coordinator Schorzman provided a recap of Lacey's youth sports programs from 2024 and highlighted youth sports programs expected during summer 2025.

- B. New Board Member: Michelle Gipson
Jenny Wilson, Senior Parks Planner
Commissioner Gipson provided an introduction to the Board as a new Commissioner.

- C. New Board Member: Annette Roth
Jenny Wilson, Senior Parks Planner
Commissioner Roth provided an introduction to the Board as a new Commissioner.

- D. Metropolitan Park District Update
Jen Burbidge, Director
Director Burbidge provided updates relevant to Resolution No. 1166 adopted by the City Council to place a proposal on the August 5, 2025 ballot to create a Metropolitan Park District.

- E. Board Policies and Procedures Update
Jenny Wilson, Senior Parks Planner
Commissioner Dykstra motioned to approve the updates. Commissioner Davies seconded. Motion carried.

- F. Memorandum of Understanding: Thurston County Pickleball Club
Jenny Wilson, Senior Parks Planner
Commissioner Dykstra motioned to approve the memorandum of understanding. Commissioner Gipson seconded. Motion carried.

7. Reports

- A. Commissioners
No report.

- B. Chair
Chair Wheeler reported happiness in seeing residents enjoying the parks with the warmer weather.

- C. Recreation Manager

Recreation Manager Falash highlighted the 2025 Quarter 1 program updates as included in the agenda packet.

D. Parks Maintenance Supervisor

Senior Parks Planner Wilson provided the Parks Maintenance Supervisor report. Parks Maintenance has performed the following since the last board meeting:

- Onboarded two full-time employees and fifteen seasonal employees;
- Assisted in the planning of several projects: Regional Athletic Complex Phase 3, security camera expansion, Rainier Vista tennis court resurfacing, parks asset condition assessment, Woodland Creek Park bridge replacement;
- Issued six firewood permits;
- Charged irrigation and drinking fountains;
- Aerated athletic fields;
- Conducted the quarterly playground inspections;
- Replaced the Regional Athletic Complex synthetic turf on soccer field 1 and the bullpens and replaced the LED scoreboard panels;
- Improved field drainage in saturated areas at the Regional Athletic Complex;
- At Wonderwood Park, installed bat racks on the baseball field and added boulders to prevent vehicles from driving into the park;
- Added Turface, a soil conditioner that increases water retention and improves play, to dirt infields;
- Repaired a broken swing at Woodland Creek Park;
- Removed a cracked slide at Thornbury Park and mitigated new entrapment hazards;
- Repaired a broken gate at the Lakepointe tennis courts;
- Mitigated twenty-six acts of vandalism and graffiti; and
- Graded gravel and repaired a broken door and gate at the Lacey Depot.

E. Senior Parks Planner

Senior Parks Planner Wilson reported:

- Thurston County confirmed that the railroad at the end of the Karen Fraser Woodland Trail is still owned by BNSF.
- The Woodland Creek bridge replacement project will go out for construction ad soon.
- Intercity Transit is planning bus stop enhancements, two of which will be near Lacey Parks. The Ruddell Road stop by Rainier Vista Community Park is moving 450 ft north of current stop. The stop by Meridian Neighborhood Park is being moved closer to the park.
- A historic marker will be added to Homann Park to recognize the Homann family's donation of the park property.

- The Parks, Culture and Recreation Department will be submitting the following requests for the 2026 budget: Homann Park picnic area replacement, Huntamer Park sidewalk repairs and playground replacement, Thornbury Park playground replacement, Regional Athletic Complex concrete replacement.

F. Director

Director Burbidge reported:

- The Greg Cuoio Park groundbreaking event was held on March 6, 2025. Construction is underway and is currently on schedule for substantial completion of Phase 1A by end of June 2025.
- The consultants for Regional Athletic Complex Phase 3 will present three concepts during the June 2025 Board meeting then present to the City Council on June 10, 2025.
- Museum Curator Quinn Valcho will give the Lacey Museum annual report and celebrate May being Lacey History Month during the May 20, 2025 City Council Meeting.
- Director Burbidge will be presenting with the Lacey Community Foundation during the May 27, 2025 City Council meeting to showcase a Five-Year Fundraising Plan for the City of Lacey, which has an emphasis on the Parks Department and the new Museum and Cultural Center.
- The Regional Athletic Complex kiosk dedication was held on March 8, 2025.
- A lease and maintenance agreement renewal consideration for Arbors Park with the Meadowlake Homeowner's Association will be presented to the Board during the June 2025 meeting.

8. Adjourn

Chair Wheeler adjourned the meeting at 6:57 p.m.



STAFF REPORT May 20, 2025

SUBJECT: Arbors Park Lease and Maintenance Agreement

RECOMMENDATION: Approve the updated lease and maintenance agreement.

TO: Rick Walk, City Manager

FROM: Jen Burbidge, Parks, Culture & Recreation Director JB

ATTACHMENTS: 1. Arbors Park Lease and Maintenance Agreement

FISCAL NOTE: Cost savings to City whereby not directly maintaining property.

PRIOR REVIEW: Original Agreement for Services: July 26, 2000

BACKGROUND:

In July 2000, the City of Lacey entered into a twenty-five-year park lease and maintenance Agreement with the Meadowlake Homeowners Association (“Association”) for the real property now known as Arbors Park. Through this agreement, the Association improved the property, turning it into a park and installing playground equipment. Further, the Association has been responsible for maintaining the property in a manner to maintain the property’s safety, promoting its usefulness to both residents of the Association and the broader City, and providing an attractive addition to the area.

As this agreement reaches its expiration, both the Association and the Lacey Parks, Culture and Recreation Department would like to continue this important partnership by executing the attached Park Lease and Maintenance Agreement. Given current bandwidth considerations, it would be challenging for the City’s Parks Maintenance division to take on maintaining this property as a park. Executing this draft agreement promotes the continued usage of this property as a park at no cost to the City. Lacey’s Parks Maintenance Supervisor has approved the drafted agreement.

The attached, drafted twenty-five-year Park lease and Maintenance Agreement holds fast the Association’s responsibility to maintain the property in a manner to maintain the property’s safety, promote its usefulness to both residents of the Association and the broader City, and provide an attractive addition to the area. It also includes these summarized elements, not captured in the original agreement.

- Inspections: The City will conduct hazardous tree and park and playground inspections, then provide any findings to the Association for the Association to rectify.
 - Termination: An allowance for either party to terminate the agreement with a 180-day notice whereby the improvements to the property would become City property.
-

PARK LEASE AND MAINTENANCE AGREEMENT

GRANTOR: City of Lacey a Washington Municipal Corporation

GRANTEE: Meadowlake Homeowners Association aka the Arbors at Long Lake Homeowners Association

Legal Description:

That portion of Government Lot 5, Section 26, Township 18 North, Range 1 West, W.M., described as: Beginning at a point which is 50.67 feet North and 1,160.82 feet East of the Section corner common to Sections 26, 27, 34, and 35 in Township 18 North, Range 1 West, W.M., said point being more particularly described as the Northwest corner of Lot 36 in the Plat of Long Lake Country Club, as recorded in Volume 12 of Plats, Page 68; thence North 0° 23' 31" East 229.02 feet; thence North 89° 57' 23" East 219.67 feet; thence South 9° 48' 26" East 48.37 feet; thence South 18° 07' 58" West 192.23 feet; thence North 89° 36' 29" West 169.65 feet to the point of beginning.

Assessor's Parcel Number 11826330100

PARK LEASE AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2025, by and between the City of Lacey, a Washington Municipal Corporation, hereinafter called "CITY" and the Meadowlake Homeowners Association aka the Arbors at Long Lake Homeowners Association aka the Arbors Homeowners Association, a Washington non-profit Corporation, hereinafter called "ASSOCIATION".

WHEREAS, the ASSOCIATION is the duly incorporated and lawfully organized homeowners' association for that certain plat known as the plat of Meadowlake or the Arbors at Long Lake, and

WHEREAS, the CITY agrees to the execution of a lease of the property described herein subject to the conditions contained in this Agreement, in order to provide a developed park, open space and playground facilities to the general public, and

NOW, THEREFORE,

IT IS HEREBY agreed between the parties as follows:

1. Property Lease. The CITY hereby leases unto the ASSOCIATION the following described real property:

That portion of Government Lot 5, Section 26, Township 18 North, Range 1 West, W.M., described as: Beginning at a point which is 50.67 feet North and 1,160.82 feet East of the Section corner common to Sections 26, 27, 34, and 35 in Township 18 North, Range 1 West, W.M., said point being more particularly described as the Northwest corner of Lot 36 in the Plat of Long Lake Country Club, as recorded in Volume 12 of Plats, Page 68; thence North 0° 23' 31" East 229.02 feet; thence North 89° 57' 23" East 219.67 feet; thence South 9° 48' 26" East 48.37 feet; thence South 18° 07' 58" West 192.23 feet; thence North 89° 36' 29" West 169.65 feet to the point of beginning.

It is understood between the parties that certain fence infringements may exist on the property. This lease shall be considered to be subject to such infringements.

2. Term of this Lease. The term of this lease shall be twenty-five (25) years, commencing upon the date of this Agreement.
3. Association Obligations. In consideration of the lease of said property, the ASSOCIATION shall undertake and be responsible for the following:
 - a. The ASSOCIATION shall improve the subject property in a manner which will allow the property to be used in part for park and playground purposes, including the installation of playground equipment. The types of equipment and the construction and installation thereof shall be completed in a manner which will promote the safety of those using such facilities. ASSOCIATION shall acquire approval from CITY prior to installation and removal of all features. Improvements to the property shall inure to the benefit of the CITY. Improvements made or installed by the ASSOCIATION prior to the execution of this Agreement shall be considered improvements made pursuant to the obligations of this Agreement.

- b. ASSOCIATION will maintain the property at all times in a manner which will maintain its safety, promote its usefulness to residents, both of the subdivision and of the CITY in general, and provide an attractive addition to the area.
 - c. The City will conduct hazardous tree inspections every three (3) years at minimum and provide a report to the ASSOCIATION. The ASSOCIATION shall conduct all tree maintenance required in accordance with the report.
 - d. The CITY will conduct quarterly inspections for the park and playground and provide a report to the ASSOCIATION. The ASSOCIATION shall conduct all maintenance required in accordance with the report.
 - e. The ASSOCIATION agrees to protect and save and keep the CITY harmless and indemnified against and from any occurrence on or about the leased premises causing injury to any person or property whatsoever and will indemnify the CITY against any and all claims and against any and all losses, costs, damages, or expenses arising out of any such claim and shall provide proof of insurance coverage naming the CITY as an additional insured which provides general liability in the minimum sum of Two Million (\$2,000,000.00) Dollars general aggregate.
 - f. The ASSOCIATION shall maintain and set policies for operation of such property in a manner which will assure that it is open to all residents of the CITY.
 - g. The ASSOCIATION shall enact the park rules and regulations of the CITY at the property. The ASSOCIATION agrees to post the enacted park rules and regulations at the property. Changes to the CITY's park rules and regulations adopted after this agreement shall be considered part of this agreement.
4. Breach. If the ASSOCIATION should fail to perform the obligations set forth in Paragraph 3 hereof, the ASSOCIATION shall be deemed to be in breach of this Agreement. If said breach is not cured by the ASSOCIATION within 60 days after written notice from the CITY, the CITY shall have the right to declare this lease terminated. Upon such termination, the ASSOCIATION shall be responsible for all costs incurred by the CITY in improving or maintaining the property in the manner specified in this Agreement. The ASSOCIATION shall promptly reimburse the CITY for such costs upon being billed for the same.
5. Disputes. Any disputes regarding the terms of this lease or the performance of the obligations set forth herein on the part of the ASSOCIATION, shall be resolved by the decision of a single arbitrator. Such arbitrator shall be chosen jointly by the parties to this Agreement and if such parties cannot agree upon a single arbitrator, either party may apply to the presiding judge of the Thurston County Superior Court for appointment of such single arbitrator.
6. Termination. Either Party may terminate this agreement by giving one hundred eighty (180) days written notice of termination to the other party. If terminated, improvements to the property by the ASSOCIATION shall become the property of the CITY without cost to the CITY.
7. Entire Agreement. This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.

8. Severability. If any section, sentence, clause, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause, or phrase of this Agreement.

CITY

ASSOCIATION

by: _____
Rick Walk
City Manager

by: _____
Cynthia Sharpe
President

Approved as to Form:

by: _____
Dave Schneider
City Attorney

AGREEMENT FOR SERVICES

THIS AGREEMENT is made by and between the City of Lacey, a code City of the State of Washington, hereinafter “City” and South Puget Sound Disc Golf Association, hereinafter “Service Provider,” jointly referred to as “Parties.”

IN CONSIDERATION of the terms and conditions contained herein, the Parties agree as follows:

1. **Work to Be Performed.** Service Provider shall provide all labor, services, and material to satisfactorily complete the Scope of Services, attached as Exhibit A.

A. **Administration.** The City Manager or designee shall administer and be the primary contact for Service Provider. Prior to commencement of work, Service Provider shall contact the City Manager or designee to review the Scope of Services, schedule, and date of completion. Upon notice from the City Manager or designee, Service Provider shall commence work, perform the requested tasks in the Scope of Services, stop work, and promptly cure any failure in performance under this Agreement.

B. **Representations.** City has relied upon the qualifications of Service Provider in entering into this Agreement. By execution of this Agreement, Service Provider represents it possesses the ability, skill, and resources necessary to perform the work and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services. No substitutions of agreed-upon personnel shall be made without the prior written consent of City.

Service Provider represents that the compensation as stated in paragraph 3 is adequate and sufficient for the timely provision of all professional services required to complete the Scope of Services under this Agreement.

Service Provider shall be responsible for the technical accuracy of its services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Service Provider shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in City-furnished information.

C. **Standard of Care.** Service Provider shall exercise the degree of skill and diligence normally employed by professional Service Providers engaged in the same profession, and performing the same or similar services at the time such services are performed.

Modifications. City may modify this Agreement and order changes in the work whenever necessary or advisable. Service Provider shall accept modifications when ordered in writing by the City Manager or designee, so long as the additional work is within the scope of Service Provider’s area of practice. Compensation for such modifications or changes shall be as mutually agreed between the Parties. Service Provider shall make such revisions in the work as are necessary to correct errors or

omissions appearing therein when required to do so by City without additional compensation.

2. **Term of Contract.** This Agreement shall be in full force and effect upon execution and shall remain in effect until completion of all contractual requirements have been met as determined by City. Service Provider shall complete its work by December 31, 2027, unless the time for performance is extended in writing by the Parties.

Either Party may terminate this Agreement for material breach after providing the other Party with at least 10 days' prior notice and an opportunity to cure the breach. City may, in addition, terminate this Agreement for any reason by 10 days' written notice to Service Provider. In the event of termination without breach, City shall pay Service Provider for all work previously authorized and satisfactorily performed prior to the termination date.

3. **Compensation and Method of Payment.**

- A. The City shall pay Service Provider for the performance of those services designated in Exhibit "A," an amount not to exceed \$00.00. If the description of services on Exhibit "A" designates additional services which may be requested by the City, said additional services will be paid for by the City at the rate set forth on Exhibit "A," which sum may exceed the "not to exceed" amount set forth above; however, said services will only be performed and compensated by the City after the City has directed such performance in writing.
- B. Payment by the City for services will only be made after the services have been performed, a voucher or invoice is submitted in the form specified by the City, and the same is approved by the appropriate City representative. Payment may be made on a monthly or other periodic basis and may be made on the basis of an estimate of the percentage of contract completion accomplished if said procedure is approved by the City.
- C. If an hourly rate of compensation or other means of measurement is set forth on Exhibit "A," the parties intend that said measurement shall be used up to the "not to exceed" figure set forth above.
- D. The City reserves the right to withhold payment under this Agreement for that portion of the work (if any) which is determined in the reasonable judgment of the City Manager or designee to be noncompliant with the Scope of Services, City standards, City Code, and federal or state standards.

4. **Notice.** Notices other than applications for payment shall be given in writing as follows:

TO THE CITY:

Name: Jenny Wilson
Phone: 360-491-0857
Address: 420 College St SE

TO THE SERVICE PROVIDER:

Name: John Anderson
Phone: 360-480-9523
Address: 3735 Indian Summer Ct SE

5. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to

comply with all applicable federal, state, and local laws and regulations. Service Provider warrants that its designs, construction documents, and services shall conform to all federal, state, and local statutes and regulations.

6. **Title VI Assurances.**

- A. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the City, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Agreement.
- B. The Consultant, with regard to the work performed during this Agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this Agreement covers a program set forth in Appendix B of the Regulations.

7. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions.**

- A. By executing this Agreement, the Consultant certifies to the best of its knowledge and belief that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

8. **Relationship of the Parties.** It is understood and agreed that Service Provider shall be an independent contractor and not the agent or employee of City, that City is interested in only the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of Service Provider. Any and all employees who provide services to City under this Agreement shall be deemed employees solely of Service Provider. The Service Provider shall be solely responsible for the conduct and actions of all its employees under this Agreement and any liability that may attach thereto.

9. **Records.** The City or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all of Service Provider's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine, make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.

10. **Insurance.** Service Provider 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 Service Provider, its agents, representatives, employees, or subcontractors.

A. **Minimum Scope of Insurance.** Service Provider shall obtain insurance of the types described below:

1. Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If use of vehicles pursuant to the Agreement is only incidental, and Service Provider will not transport any persons not directly related or affiliated with Service Provider, then Service Provider is only required to have automobile liability insurance to meet at least minimum Washington state requirements.

2. Commercial general liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury, and advertising injury. City shall be named as an additional insured under Service Provider's commercial general liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' compensation coverage as required by the industrial insurance laws of the State of Washington.

B. **Minimum Amounts of Insurance.** Service Provider shall maintain the following insurance limits:

1. Automobile liability insurance with a minimum combined single limit for bodily injury and property damage of no less than \$1,000,000 per accident. If Service Provider will not use its vehicles in the performance of this Agreement, automobile liability insurance is only required to meet minimum Washington state requirements.

2. Commercial general liability insurance shall be written with limits no less than \$1,000,000 for each occurrence, and \$2,000,000 for general aggregate.

C. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions for automobile liability, professional liability, and commercial general liability insurance:

1. Service Provider's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by City shall be in excess of Service Provider's insurance and shall not contribute with it.

2. Service Provider shall fax or send electronically in .pdf format a copy of insurer's cancellation notice within two business days of receipt by Service Provider.

3. If Service Provider maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of commercial general and excess or umbrella liability maintained by Service Provider, irrespective of whether such limits maintained by Service Provider are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Service Provider.

4. Failure on the part of Service Provider to maintain the insurance as required shall constitute a material breach of the Agreement, upon which the City may, after giving at least five business days' notice to Service Provider to correct the breach, immediately terminate the Agreement, or at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to City on demand, or at the sole discretion of the City, offset against funds due Service Provider from the City.

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

E. Evidence of Coverage. As evidence of the insurance coverages required by this Agreement, Service Provider shall furnish acceptable insurance certificates to the City Clerk at the time Service Provider returns the signed Agreement, which shall be Exhibit C. The certificate shall specify all of the parties who are additional insureds, and shall include applicable policy endorsements, and the deduction or retention level. Insuring

companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to City. Service Provider shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. **Indemnification and Hold Harmless.** Service Provider shall, at its sole expense, defend, indemnify, and hold harmless City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, attorney's fees, costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors, or omissions in the services provided by Service Provider, Service Provider's agents, subcontractors, subService Providers, and employees to the fullest extent permitted by law, subject only to the limitations provided below.

Service Provider's duty to defend, indemnify, and hold City harmless shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of City or City's agents or employees pursuant to RCW 4.24.115.

Service Provider's duty to defend, indemnify, and hold City harmless against liability for damages arising out of such services caused by the concurrent negligence of (a) City or City's agents or employees, and (b) Service Provider, Service Provider's agents, subcontractors, subService Providers, and employees shall apply only to the extent of the negligence of Service Provider, Service Provider's agents, subcontractors, subService Providers, and employees.

Service Provider's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liability to which it applies, City's personnel-related costs, reasonable attorneys' fees, the reasonable value of any services rendered by the office of the City Attorney, outside Service Provider costs, court costs, fees for collection, and all other claim-related expenses.

Service Provider specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that Service Provider's waiver of immunity under this provision extends only to claims against Service Provider by City, and does not include, or extend to, any claims by Service Provider's employees directly against Service Provider.

Service Provider hereby certifies that this indemnification provision was mutually negotiated.

12. **Waiver.** No officer, employee, agent, or other individual acting on behalf of either Party has the power, right, or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law shall be taken and construed as cumulative and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

13. **Assignment and Delegation.** Neither Party shall assign, transfer, or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without prior written consent of the other Party.

14. **Subcontracts.** Except as otherwise provided herein, Service Provider shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of City.

15. **Confidentiality.** Service Provider may, from time-to-time, receive information which is deemed by City to be confidential. Service Provider shall not disclose such information without the prior express written consent of City or upon order of a court of competent jurisdiction.

16. **Jurisdiction and Venue.** This Agreement is entered into in Thurston County, Washington. Disputes between City and Service Provider shall be resolved in the Superior Court of the State of Washington in Thurston County. Notwithstanding the foregoing, Service Provider agrees that it may, at City's request, be joined as a party in any arbitration proceeding between City and any third party that includes a claim or claims that arise out of, or that are related to Service Provider's services under this Agreement. Service Provider further agrees that the Arbitrator(s)' decision therein shall be final and binding on Service Provider and that judgment may be entered upon it in any court having jurisdiction thereof.

17. **Cost and Attorney's Fees.** The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its attorney's fees and costs of such litigation (including expert witness fees).

18. **Entire Agreement.** This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.

19. **Anti-kickback.** No officer or employee of City, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.

20. **Severability.** If any section, sentence, clause, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause, or phrase of this Agreement.

The Parties have executed this Agreement this _____ day of _____, 20__.

CITY OF LACEY

SERVICE PROVIDER:

By: _____
Jen Burbidge
Parks, Culture & Recreation Director

By: _____
John Anderson
South Puget Sound Disc Golf Association

Approved as to form:

David Schneider
City Attorney

EXHIBIT A – SCOPE OF WORK

The Service Provider and City have had a successful partnership since 2012 in the design, construction, and maintenance of Woodland Creek Community Park’s disc golf course. The Service Provider has the knowledge and dedicated volunteers to create and support the additional disc golf course at Greg Cuoio Park. The Service Provider will assist in constructing the disc golf course at Greg Cuoio Park.

The Service Provider is providing **CONSTRUCTION** of baskets, tees, and signs. This is a Service Provider project with no exchange of services with the City. The Service Provider agrees to the following guidelines and information for the construction:

Timeline:

- Service Provider must get City approval before starting construction and get City approval for the general construction schedule.
- The Service Provider will install permanent baskets, tees, and signs no later than December 31, 2027 or upon mutual agreement of an extended timeline. The installation timeline may be adjusted if the overall construction project is delayed and the Design Finalization agreement timeline is extended.
- Installation of permanent baskets, tees, and signs is anticipated to take approximately 30 days.

Design

- The course design has been agreed upon by the Service Provider and City and is attached as Exhibit B.
- Any variation in the course installation from Exhibit B must be approved by City before installation of permanent items.
- The course design indicates:
 - Center of the tee
 - Basket “circles”

Course Signage

- Unless otherwise agreed upon, Service Provider will provide sign design and installation for;
 - Main course sign(s)
 - Direction
 - Tee signs
 - Safety signs
- The City will have final approval of signage wording, design, and locations.
- The City will reimburse Service Provider for signs, stands, and materials.
- Signs attached to trees must be pre-approved by the City.
- Service Provider’s logo can be included on the main course sign(s)

Permanent Baskets –

- The City contractor will clear and mulch basket areas to a radius of 5' from the center point identified in the course design.
- The City will purchase permanent baskets and necessary materials as the design plans outline.
- Service Provider will install permanent baskets.

Permanent Tees

- The City will reimburse Service Provider for permanent tees and necessary materials as the design plans outline.
- Service Provider will re-use the temporary tee Synthetic Turf.

Reimbursement

- The City will reimburse the Service Provider for the costs of materials, supplies, and equipment rental fees associated with the project. Original itemized receipts are required for reimbursement.
- The Not to Exceed reimbursement amount is \$15,000 to include both of the design finalization and construction agreements.
- Service Provider is required to be set up as a vendor through the City payment system, PaymentWorks.
- Reimbursements for wages, labor, or contracted services are prohibited.

Public Safety, Convenience, and City Coordination

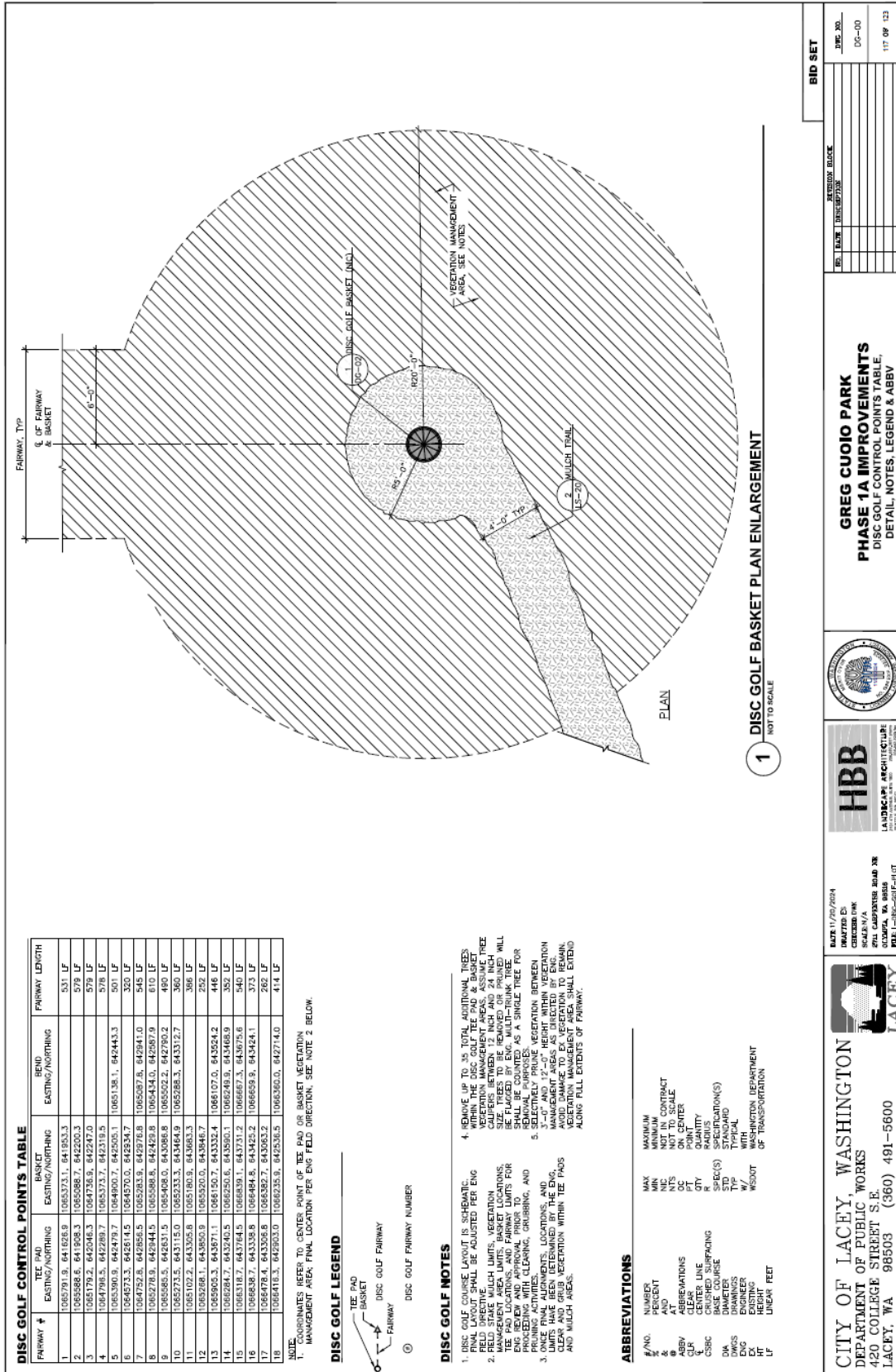
- The City will allow and coordinate access to the service road with the Service Provider to transport equipment and supplies.
- Service Provider will adequately warn the public of closed areas, construction activities, and/or other unsafe conditions. Equipment to warn the public includes closure signs, warning signs, barricades, fencing, and caution tape. The City will provide warning equipment upon request.
- The City may require the Service Provider to wear hard hats and safety vests during work at a live construction site.
- If saws, power tools, electric trimmers, augers, equipment transport vehicles, ATVs, or grading equipment (bobcat) are in use, the Service Provider will close the park area for public use. The Service Provider will schedule any grading equipment, equipment transport vehicles, or ATVs with City Staff in advance.
 - Grading equipment and ATVs are not allowed to transport equipment over roadways.
- Service Provider will conduct operations with the least possible obstruction and inconvenience to the public.
- Service Provider will ensure waste materials do not accumulate onsite.

The Service Provider's responsibilities shall be performed and carried out in a workmanlike manner and in accordance with standard industry practice for the construction of a Disc Golf Course.

In the performance of the services herein contemplated, the Service Provider has the authority to control and direct the performance of the details of the work. However, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

Under this agreement, the City shall own all assets constructed and installed in Greg Cuoio Park.

The Service Provider will seek written approval from the City before producing, publishing, or distributing promotional materials including the City's logo, the Lacey Parks, Culture and Recreation logo/ insignia, or which refer to or insinuate sponsorship or partnership with the City.



DISC GOLF CONTROL POINTS TABLE

FAIRWAY #	TEE PAID EASTING/NORTHING	BACKSET EASTING/NORTHING	BEND EASTING/NORTHING	FAIRWAY LENGTH
1	1065791.9, 641626.9	1065373.1, 641953.3		531 LF
2	1065988.6, 641908.3	1065988.7, 642200.3		579 LF
3	1065179.2, 642046.3	1064735.6, 642247.0		578 LF
4	1064798.5, 642289.7	1065732.7, 642319.5		578 LF
5	1064871.9, 642511.6	1064670.2, 642334.1		570 LF
6	1064871.9, 642511.6	1064670.2, 642334.1	1065138.1, 642443.3	321 LF
7	1064752.8, 642825.5	1065283.3, 642976.8	1065207.8, 642841.0	545 LF
8	1065278.9, 642844.5	1065988.6, 642429.8	1066414.0, 642980.9	610 LF
9	1065586.5, 642831.5	1065428.0, 643086.8	1065502.2, 642790.2	480 LF
10	1065273.5, 643115.0	1065233.3, 643464.9	1065288.3, 643312.7	360 LF
11	1065102.2, 643302.8	1065180.9, 643663.3		306 LF
12	1065268.1, 643850.9	1065200.0, 643846.7		252 LF
13	1065900.3, 643871.1	1065150.7, 643332.4	1066107.0, 643242.4	446 LF
14	1066284.7, 643240.5	1066250.6, 643580.1	1066248.9, 643468.9	352 LF
15	1066318.7, 643764.5	1066839.1, 643731.2	1066667.3, 643675.6	540 LF
16	1066638.7, 643358.8	1066484.8, 643425.2	1066659.9, 643424.1	373 LF
17	1066478.4, 643306.8	1066382.7, 643063.2		262 LF
18	1066418.3, 642803.0	1066235.9, 642536.5	1066360.0, 642714.0	414 LF

NOTE: COORDINATES REFER TO CENTER POINT OF TEE AND 08 BASKET VEGETATION MANAGEMENT AREA. FINAL LOCATION PER ENG FIELD DIRECTION. SEE NOTE 2 BELOW.



① DISC GOLF FAIRWAY NUMBER

DISC GOLF NOTES

- DISC GOLF COURSE LAYOUT IS SCHEMATIC. ALL DIMENSIONS SHALL BE ADJUSTED PER ENG FIELD DIRECTION.
- FIELD STAKE MULCH LIMITS, VEGETATION MANAGEMENT AREAS, ASSUMED TREE CALIPERS BETWEEN 12 INCH AND 24 INCH SHALL BE REMOVED. TREE CALIPERS GREATER THAN 24 INCH SHALL BE FLAGGED BY ENG. MULTI-TRUNK TREE SHALL BE COUNTED AS A SINGLE TREE FOR VEGETATION MANAGEMENT PURPOSES.
- ONCE FINAL ALIGNMENTS, LOCATIONS, AND DIMENSIONS ARE DETERMINED, TREE REMOVAL AND MULCH AREAS TO BE MAINTAINED TO REMAIN CLEAR AND OPEN VEGETATION WITHIN THE PAOS AND MULCH AREAS.
- REMOVE UP TO 35 TOTAL ADDITIONAL TREES WITHIN VEGETATION MANAGEMENT AREAS. TREE CALIPERS BETWEEN 12 INCH AND 24 INCH SHALL BE REMOVED. TREE CALIPERS GREATER THAN 24 INCH SHALL BE FLAGGED BY ENG. MULTI-TRUNK TREE SHALL BE COUNTED AS A SINGLE TREE FOR VEGETATION MANAGEMENT PURPOSES.
- SELECTIVELY PRUNE VEGETATION BETWEEN 3'-0" AND 12'-0" HEIGHT WITHIN VEGETATION MANAGEMENT AREAS TO MAINTAIN VEGETATION MANAGEMENT AREA SHALL EXTEND ALONG FULL EXTENTS OF FAIRWAY.

ABBREVIATIONS

#/NO.	NUMBER	MINIMUM
&	AND	NOT IN CONTRACT
AT	AT	NOT IN CONTRACT
BY	BY	NOT IN CONTRACT
CLR	CLEAR	ON CENTER
CT	CENTER	POINT
FT	FEET	POINT
PT	POINT	RADIUS
RDY	RADIUS	RADIUS
SP	SPECIFICATIONS	SPECIFICATIONS(S)
SP	SPECIFICATIONS	SPECIFICATIONS(S)
STD	STANDARD	STANDARD
TR	TRUNK	TRUNK
W/	WITH	WASHINGTON DEPARTMENT OF TRANSPORTATION
W/	WITH	WASHINGTON DEPARTMENT OF TRANSPORTATION
LF	LINEAR FEET	

CITY OF LACEY, WASHINGTON
 DEPARTMENT OF PUBLIC WORKS
 420 COLLEGE STREET S.E.
 LACEY, WA 98503 (360) 491-5600

HBB
 LANDSCAPE ARCHITECTURE
 2000 1ST AVE S.E.
 LACEY, WA 98503

LACEY
 DATE: 11/20/2024
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 2711 CAMPBELL ROAD SE
 OLYMPIA, WA 98513
 FAX: (360) 492-7417

BID SET

NO.	DATE	DESCRIPTION
1	11/20/2024	DISC GOLF BASKET PLAN ENLARGEMENT

GREG CUCOIO PARK
PHASE 1A IMPROVEMENTS
 DISC GOLF CONTROL POINTS TABLE
 DETAIL, NOTES, LEGEND & ABBV

NO.	DATE	DESCRIPTION
1	11/20/2024	DISC GOLF BASKET PLAN ENLARGEMENT

AGREEMENT FOR SERVICES

THIS AGREEMENT is made by and between the City of Lacey, a code City of the State of Washington, hereinafter “City” and South Puget Sound Disc Golf Association, hereinafter “Service Provider,” jointly referred to as “Parties.”

IN CONSIDERATION of the terms and conditions contained herein, the Parties agree as follows:

1. **Work to Be Performed.** Service Provider shall provide all labor, services, and material to satisfactorily complete the Scope of Services, attached as Exhibit A.

A. **Administration.** The City Manager or designee shall administer and be the primary contact for Service Provider. Prior to commencement of work, Service Provider shall contact the City Manager or designee to review the Scope of Services, schedule, and date of completion. Upon notice from the City Manager or designee, Service Provider shall commence work, perform the requested tasks in the Scope of Services, stop work, and promptly cure any failure in performance under this Agreement.

B. **Representations.** City has relied upon the qualifications of Service Provider in entering into this Agreement. By execution of this Agreement, Service Provider represents it possesses the ability, skill, and resources necessary to perform the work and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services. No substitutions of agreed-upon personnel shall be made without the prior written consent of City.

Service Provider represents that the compensation as stated in paragraph 3 is adequate and sufficient for the timely provision of all professional services required to complete the Scope of Services under this Agreement.

Service Provider shall be responsible for the technical accuracy of its services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Service Provider shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in City-furnished information.

C. **Standard of Care.** Service Provider shall exercise the degree of skill and diligence normally employed by professional Service Providers engaged in the same profession, and performing the same or similar services at the time such services are performed.

Modifications. City may modify this Agreement and order changes in the work whenever necessary or advisable. Service Provider shall accept modifications when ordered in writing by the City Manager or designee, so long as the additional work is within the scope of Service Provider’s area of practice. Compensation for such modifications or changes shall be as mutually agreed between the Parties. Service Provider shall make such revisions in the work as are necessary to correct errors or

omissions appearing therein when required to do so by City without additional compensation.

2. **Term of Contract.** This Agreement shall be in full force and effect upon execution and shall remain in effect until completion of all contractual requirements have been met as determined by City. Service Provider shall complete its work by December 31, 2029, unless the time for performance is extended in writing by the Parties.

Either Party may terminate this Agreement for material breach after providing the other Party with at least 10 days' prior notice and an opportunity to cure the breach. City may, in addition, terminate this Agreement for any reason by 10 days' written notice to Service Provider. In the event of termination without breach, City shall pay Service Provider for all work previously authorized and satisfactorily performed prior to the termination date.

3. **Compensation and Method of Payment.**

- A. The City shall pay Service Provider for the performance of those services designated in Exhibit "A," an amount not to exceed 0.00. If the description of services on Exhibit "A" designates additional services which may be requested by the City, said additional services will be paid for by the City at the rate set forth on Exhibit "A," which sum may exceed the "not to exceed" amount set forth above; however, said services will only be performed and compensated by the City after the City has directed such performance in writing.
- B. Payment by the City for services will only be made after the services have been performed, a voucher or invoice is submitted in the form specified by the City, and the same is approved by the appropriate City representative. Payment may be made on a monthly or other periodic basis and may be made on the basis of an estimate of the percentage of contract completion accomplished if said procedure is approved by the City.
- C. If an hourly rate of compensation or other means of measurement is set forth on Exhibit "A," the parties intend that said measurement shall be used up to the "not to exceed" figure set forth above.
- D. The City reserves the right to withhold payment under this Agreement for that portion of the work (if any) which is determined in the reasonable judgment of the City Manager or designee to be noncompliant with the Scope of Services, City standards, City Code, and federal or state standards.

4. **Notice.** Notices other than applications for payment shall be given in writing as follows:

TO THE CITY:

Name: Jenny Wilson
Phone: 360-491-0857
Address: 420 College St SE

TO THE SERVICE PROVIDER:

Name: John Anderson
Phone: 360-480-9523
Address: 3735 Indian Summer Ct SE

5. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to

comply with all applicable federal, state, and local laws and regulations. Service Provider warrants that its designs, construction documents, and services shall conform to all federal, state, and local statutes and regulations.

6. **Title VI Assurances.**

- A. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the City, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Agreement.
- B. The Consultant, with regard to the work performed during this Agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this Agreement covers a program set forth in Appendix B of the Regulations.

7. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions.**

- A. By executing this Agreement, the Consultant certifies to the best of its knowledge and belief that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

8. **Relationship of the Parties.** It is understood and agreed that Service Provider shall be an independent contractor and not the agent or employee of City, that City is interested in only the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of Service Provider. Any and all employees who provide services to City under this Agreement shall be deemed employees solely of Service Provider. The Service Provider shall be solely responsible for the conduct and actions of all its employees under this Agreement and any liability that may attach thereto.

9. **Records.** The City or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all of Service Provider's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine, make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.

10. **Insurance.** Service Provider 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 Service Provider, its agents, representatives, employees, or subcontractors.

A. **Minimum Scope of Insurance.** Service Provider shall obtain insurance of the types described below:

1. Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If use of vehicles pursuant to the Agreement is only incidental, and Service Provider will not transport any persons not directly related or affiliated with Service Provider, then Service Provider is only required to have automobile liability insurance to meet at least minimum Washington state requirements.

2. Commercial general liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury, and advertising injury. City shall be named as an additional insured under Service Provider's commercial general liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' compensation coverage as required by the industrial insurance laws of the State of Washington.

B. **Minimum Amounts of Insurance.** Service Provider shall maintain the following insurance limits:

1. Automobile liability insurance with a minimum combined single limit for bodily injury and property damage of no less than \$1,000,000 per accident. If Service Provider will not use its vehicles in the performance of this Agreement, automobile liability insurance is only required to meet minimum Washington state requirements.

2. Commercial general liability insurance shall be written with limits no less than \$1,000,000 for each occurrence, and \$2,000,000 for general aggregate.

C. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions for automobile liability, professional liability, and commercial general liability insurance:

1. Service Provider's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by City shall be in excess of Service Provider's insurance and shall not contribute with it.

2. Service Provider shall fax or send electronically in .pdf format a copy of insurer's cancellation notice within two business days of receipt by Service Provider.

3. If Service Provider maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of commercial general and excess or umbrella liability maintained by Service Provider, irrespective of whether such limits maintained by Service Provider are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Service Provider.

4. Failure on the part of Service Provider to maintain the insurance as required shall constitute a material breach of the Agreement, upon which the City may, after giving at least five business days' notice to Service Provider to correct the breach, immediately terminate the Agreement, or at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to City on demand, or at the sole discretion of the City, offset against funds due Service Provider from the City.

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

E. Evidence of Coverage. As evidence of the insurance coverages required by this Agreement, Service Provider shall furnish acceptable insurance certificates to the City Clerk at the time Service Provider returns the signed Agreement, which shall be Exhibit C. The certificate shall specify all of the parties who are additional insureds, and shall include applicable policy endorsements, and the deduction or retention level. Insuring

companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to City. Service Provider shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. **Indemnification and Hold Harmless.** Service Provider shall, at its sole expense, defend, indemnify, and hold harmless City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, attorney's fees, costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors, or omissions in the services provided by Service Provider, Service Provider's agents, subcontractors, subService Providers, and employees to the fullest extent permitted by law, subject only to the limitations provided below.

Service Provider's duty to defend, indemnify, and hold City harmless shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of City or City's agents or employees pursuant to RCW 4.24.115.

Service Provider's duty to defend, indemnify, and hold City harmless against liability for damages arising out of such services caused by the concurrent negligence of (a) City or City's agents or employees, and (b) Service Provider, Service Provider's agents, subcontractors, subService Providers, and employees shall apply only to the extent of the negligence of Service Provider, Service Provider's agents, subcontractors, subService Providers, and employees.

Service Provider's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liability to which it applies, City's personnel-related costs, reasonable attorneys' fees, the reasonable value of any services rendered by the office of the City Attorney, outside Service Provider costs, court costs, fees for collection, and all other claim-related expenses.

Service Provider specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that Service Provider's waiver of immunity under this provision extends only to claims against Service Provider by City, and does not include, or extend to, any claims by Service Provider's employees directly against Service Provider.

Service Provider hereby certifies that this indemnification provision was mutually negotiated.

12. **Waiver.** No officer, employee, agent, or other individual acting on behalf of either Party has the power, right, or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law shall be taken and construed as cumulative and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

13. **Assignment and Delegation.** Neither Party shall assign, transfer, or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without prior written consent of the other Party.

14. **Subcontracts.** Except as otherwise provided herein, Service Provider shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of City.

15. **Confidentiality.** Service Provider may, from time-to-time, receive information which is deemed by City to be confidential. Service Provider shall not disclose such information without the prior express written consent of City or upon order of a court of competent jurisdiction.

16. **Jurisdiction and Venue.** This Agreement is entered into in Thurston County, Washington. Disputes between City and Service Provider shall be resolved in the Superior Court of the State of Washington in Thurston County. Notwithstanding the foregoing, Service Provider agrees that it may, at City's request, be joined as a party in any arbitration proceeding between City and any third party that includes a claim or claims that arise out of, or that are related to Service Provider's services under this Agreement. Service Provider further agrees that the Arbitrator(s)' decision therein shall be final and binding on Service Provider and that judgment may be entered upon it in any court having jurisdiction thereof.

17. **Cost and Attorney's Fees.** The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its attorney's fees and costs of such litigation (including expert witness fees).

18. **Entire Agreement.** This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.

19. **Anti-kickback.** No officer or employee of City, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.

20. **Severability.** If any section, sentence, clause, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause, or phrase of this Agreement.

The Parties have executed this Agreement this _____ day of _____, 20__.

CITY OF LACEY

SERVICE PROVIDER:

By: _____
Jen Burbidge
Parks, Culture & Recreation Director

By: _____
John Anderson
South Puget Sound Disc Golf Association

Approved as to form:

David Schneider
City Attorney

EXHIBIT A – SCOPE OF WORK

The Service Provider has the knowledge and skills to provide ongoing **MAINTENANCE** of the disc golf course at Greg Cuoio Park. In lieu of payment of the required fees and deposits for use of the facility for tournaments, South Puget Sound Disc Golf Association agrees to the following:

Ongoing Maintenance

Service Provider will maintain the disc golf course at Greg Cuoio Park to a level reasonably expected by the disc golf public. The Service Provider will provide necessary maintenance, repair, and replacement within 7 days. It is anticipated there will be 2-3 work parties per year where the following will be conducted in and around the temporary and permanent fairways, basket areas, tees, and signs:

- Evaluate the overall course condition and equipment and make repairs as needed
- Spread wood chips provided by City
- Minor cutback of overgrown branches from tees, basket areas, and fairways
- Mechanical weed control (for example with line-trimmers)
- Litter pick-up
- Maintain, replace, and repair any temporary baskets
- Maintain and repair permanent baskets. If replacement of permanent baskets is necessary, the City will purchase replacement.
- Maintain, replace, and repair tee pads
- Maintain and repair log benches at tee pads
- Maintain, replace, and repair signage. If commercial products are the City preferred product and replacement is necessary, the City will purchase the replacement signs, as necessary.

Public Safety, Convenience, and City Coordination

- The City will allow and coordinate with Service Provider access to service road for transporting equipment and supplies.
- Service Provider will adequately warn the public of closed areas, construction activities, and/or other unsafe conditions. Equipment to warn the public includes closure signs, warning signs, barricades, fencing, and caution tape. The City will provide warning equipment upon request.
- If saws, power tools, electric trimmers, augers, equipment transport vehicles, ATVs, or grading equipment (bobcat) is in use, the Service Provider will close the area of the park for public use. The Service Provider will schedule any grading equipment, equipment transport vehicles, or ATVs with City Staff in advance.
 - Grading equipment and ATVs are not allowed to transport equipment over roadways.
- Service Provider will conduct operations with the least possible obstruction and inconvenience to the public.
- Service Provider will ensure waste materials do not accumulate onsite.

Scheduling

In lieu of payment of the required fees and deposits, Service Provider agrees to provide ongoing maintenance as listed above. The City shall have the authority and be responsible for all scheduling of use of the constructed facility and setting rules for use including establishing user and rental fees. Service Provider will have exclusive use of Greg Cuoio Park Disc Golf Course and picnic shelter for up to 12 days per year. To secure use/dates Service Provider will submit the Facility Use Application. Complete and submit the application for facility use, available online: <https://laceyparks.org/wp-content/uploads/2021/11/COL-Special-Event-Alcoholic-Bevg-Area-approved-11192015.pdf>. Scheduled use will be considered when Phase 1A park construction is complete or as deemed appropriate by City.

The Service Provider will seek written approval from the City prior to producing, publishing or distributing promotional materials which include the City's logo, the Lacey Parks, Culture and Recreation logo/ insignia, or which refer to or insinuate sponsorship or partnership with the City.

AGREEMENT FOR SERVICES

THIS AGREEMENT is made by and between the City of Lacey, a code City of the State of Washington, hereinafter “City” and South Puget Sound Disc Golf Association, hereinafter “Service Provider,” jointly referred to as “Parties.”

IN CONSIDERATION of the terms and conditions contained herein, the Parties agree as follows:

1. **Work to Be Performed.** Service Provider shall provide all labor, services, and material to satisfactorily complete the Scope of Services, attached as Exhibit A.

A. **Administration.** The City Manager or designee shall administer and be the primary contact for Service Provider. Prior to commencement of work, Service Provider shall contact the City Manager or designee to review the Scope of Services, schedule, and date of completion. Upon notice from the City Manager or designee, Service Provider shall commence work, perform the requested tasks in the Scope of Services, stop work, and promptly cure any failure in performance under this Agreement.

B. **Representations.** City has relied upon the qualifications of Service Provider in entering into this Agreement. By execution of this Agreement, Service Provider represents it possesses the ability, skill, and resources necessary to perform the work and is familiar with all current laws, rules, and regulations which reasonably relate to the Scope of Services. No substitutions of agreed-upon personnel shall be made without the prior written consent of City.

Service Provider represents that the compensation as stated in paragraph 3 is adequate and sufficient for the timely provision of all professional services required to complete the Scope of Services under this Agreement.

Service Provider shall be responsible for the technical accuracy of its services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Service Provider shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in City-furnished information.

C. **Standard of Care.** Service Provider shall exercise the degree of skill and diligence normally employed by professional Service Providers engaged in the same profession, and performing the same or similar services at the time such services are performed.

Modifications. City may modify this Agreement and order changes in the work whenever necessary or advisable. Service Provider shall accept modifications when ordered in writing by the City Manager or designee, so long as the additional work is within the scope of Service Provider’s area of practice. Compensation for such modifications or changes shall be as mutually agreed between the Parties. Service Provider shall make such revisions in the work as are necessary to correct errors or

omissions appearing therein when required to do so by City without additional compensation.

2. **Term of Contract.** This Agreement shall be in full force and effect upon execution and shall remain in effect until completion of all contractual requirements have been met as determined by City. Service Provider shall complete its work by July 30, 2026, unless the time for performance is extended in writing by the Parties.

Either Party may terminate this Agreement for material breach after providing the other Party with at least 10 days' prior notice and an opportunity to cure the breach. City may, in addition, terminate this Agreement for any reason by 10 days' written notice to Service Provider. In the event of termination without breach, City shall pay Service Provider for all work previously authorized and satisfactorily performed prior to the termination date.

3. **Compensation and Method of Payment.**

- A. The City shall pay Service Provider for the performance of those services designated in Exhibit "A," an amount not to exceed \$2,400.00. If the description of services on Exhibit "A" designates additional services which may be requested by the City, said additional services will be paid for by the City at the rate set forth on Exhibit "A," which sum may exceed the "not to exceed" amount set forth above; however, said services will only be performed and compensated by the City after the City has directed such performance in writing.
- B. Payment by the City for services will only be made after the services have been performed, a voucher or invoice is submitted in the form specified by the City, and the same is approved by the appropriate City representative. Payment may be made on a monthly or other periodic basis and may be made on the basis of an estimate of the percentage of contract completion accomplished if said procedure is approved by the City.
- C. If an hourly rate of compensation or other means of measurement is set forth on Exhibit "A," the parties intend that said measurement shall be used up to the "not to exceed" figure set forth above.
- D. The City reserves the right to withhold payment under this Agreement for that portion of the work (if any) which is determined in the reasonable judgment of the City Manager or designee to be noncompliant with the Scope of Services, City standards, City Code, and federal or state standards.

4. **Notice.** Notices other than applications for payment shall be given in writing as follows:

TO THE CITY:

Name: Jenny Wilson
Phone: 360-491-0857
Address: 420 College St SE

TO THE SERVICE PROVIDER:

Name: John Anderson
Phone: 360-480-9523
Address: 3735 Indian Summer Ct SE

5. **Applicable Laws and Standards.** The Parties, in the performance of this Agreement, agree to

comply with all applicable federal, state, and local laws and regulations. Service Provider warrants that its designs, construction documents, and services shall conform to all federal, state, and local statutes and regulations.

6. **Title VI Assurances.**

- A. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the City, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “Regulations”), which are herein incorporated by reference and made a part of this Agreement.
- B. The Consultant, with regard to the work performed during this Agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this Agreement covers a program set forth in Appendix B of the Regulations.

7. **Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions.**

- A. By executing this Agreement, the Consultant certifies to the best of its knowledge and belief that it and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
 - 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.

8. **Relationship of the Parties.** It is understood and agreed that Service Provider shall be an independent contractor and not the agent or employee of City, that City is interested in only the results to be achieved, and that the right to control the particular manner, method, and means in which the services are performed is solely within the discretion of Service Provider. Any and all employees who provide services to City under this Agreement shall be deemed employees solely of Service Provider. The Service Provider shall be solely responsible for the conduct and actions of all its employees under this Agreement and any liability that may attach thereto.

9. **Records.** The City or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all of Service Provider's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine, make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and record of matters covered by this Agreement for a period of three years from the date final payment is made hereunder.

10. **Insurance.** Service Provider 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 Service Provider, its agents, representatives, employees, or subcontractors.

A. **Minimum Scope of Insurance.** Service Provider shall obtain insurance of the types described below:

1. Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If use of vehicles pursuant to the Agreement is only incidental, and Service Provider will not transport any persons not directly related or affiliated with Service Provider, then Service Provider is only required to have automobile liability insurance to meet at least minimum Washington state requirements.

2. Commercial general liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury, and advertising injury. City shall be named as an additional insured under Service Provider's commercial general liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' compensation coverage as required by the industrial insurance laws of the State of Washington.

B. **Minimum Amounts of Insurance.** Service Provider shall maintain the following insurance limits:

1. Automobile liability insurance with a minimum combined single limit for bodily injury and property damage of no less than \$1,000,000 per accident. If Service Provider will not use its vehicles in the performance of this Agreement, automobile liability insurance is only required to meet minimum Washington state requirements.

2. Commercial general liability insurance shall be written with limits no less than \$1,000,000 for each occurrence, and \$2,000,000 for general aggregate.

C. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions for automobile liability, professional liability, and commercial general liability insurance:

1. Service Provider's insurance coverage shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by City shall be in excess of Service Provider's insurance and shall not contribute with it.

2. Service Provider shall fax or send electronically in .pdf format a copy of insurer's cancellation notice within two business days of receipt by Service Provider.

3. If Service Provider maintains higher insurance limits than the minimums shown above, City shall be insured for the full available limits of commercial general and excess or umbrella liability maintained by Service Provider, irrespective of whether such limits maintained by Service Provider are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Service Provider.

4. Failure on the part of Service Provider to maintain the insurance as required shall constitute a material breach of the Agreement, upon which the City may, after giving at least five business days' notice to Service Provider to correct the breach, immediately terminate the Agreement, or at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to City on demand, or at the sole discretion of the City, offset against funds due Service Provider from the City.

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

E. Evidence of Coverage. As evidence of the insurance coverages required by this Agreement, Service Provider shall furnish acceptable insurance certificates to the City Clerk at the time Service Provider returns the signed Agreement, which shall be Exhibit C. The certificate shall specify all of the parties who are additional insureds, and shall include applicable policy endorsements, and the deduction or retention level. Insuring

companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to City. Service Provider shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. **Indemnification and Hold Harmless.** Service Provider shall, at its sole expense, defend, indemnify, and hold harmless City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, attorney's fees, costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors, or omissions in the services provided by Service Provider, Service Provider's agents, subcontractors, subService Providers, and employees to the fullest extent permitted by law, subject only to the limitations provided below.

Service Provider's duty to defend, indemnify, and hold City harmless shall not apply to liability for damages arising out of such services caused by or resulting from the sole negligence of City or City's agents or employees pursuant to RCW 4.24.115.

Service Provider's duty to defend, indemnify, and hold City harmless against liability for damages arising out of such services caused by the concurrent negligence of (a) City or City's agents or employees, and (b) Service Provider, Service Provider's agents, subcontractors, subService Providers, and employees shall apply only to the extent of the negligence of Service Provider, Service Provider's agents, subcontractors, subService Providers, and employees.

Service Provider's duty to defend, indemnify, and hold City harmless shall include, as to all claims, demands, losses, and liability to which it applies, City's personnel-related costs, reasonable attorneys' fees, the reasonable value of any services rendered by the office of the City Attorney, outside Service Provider costs, court costs, fees for collection, and all other claim-related expenses.

Service Provider specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that Service Provider's waiver of immunity under this provision extends only to claims against Service Provider by City, and does not include, or extend to, any claims by Service Provider's employees directly against Service Provider.

Service Provider hereby certifies that this indemnification provision was mutually negotiated.

12. **Waiver.** No officer, employee, agent, or other individual acting on behalf of either Party has the power, right, or authority to waive any of the conditions or provisions of this Agreement. A waiver in one instance shall not be held to be a waiver of any other subsequent breach or nonperformance. All remedies afforded in this Agreement or by law shall be taken and construed as cumulative and in addition to every other remedy provided herein or by law. Failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any provision hereof shall in no way be construed to be a waiver of such provisions nor shall it affect the validity of this Agreement or any part thereof.

13. **Assignment and Delegation.** Neither Party shall assign, transfer, or delegate any or all of the responsibilities of this Agreement or the benefits received hereunder without prior written consent of the other Party.

14. **Subcontracts.** Except as otherwise provided herein, Service Provider shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of City.

15. **Confidentiality.** Service Provider may, from time-to-time, receive information which is deemed by City to be confidential. Service Provider shall not disclose such information without the prior express written consent of City or upon order of a court of competent jurisdiction.

16. **Jurisdiction and Venue.** This Agreement is entered into in Thurston County, Washington. Disputes between City and Service Provider shall be resolved in the Superior Court of the State of Washington in Thurston County. Notwithstanding the foregoing, Service Provider agrees that it may, at City's request, be joined as a party in any arbitration proceeding between City and any third party that includes a claim or claims that arise out of, or that are related to Service Provider's services under this Agreement. Service Provider further agrees that the Arbitrator(s)' decision therein shall be final and binding on Service Provider and that judgment may be entered upon it in any court having jurisdiction thereof.

17. **Cost and Attorney's Fees.** The prevailing party in any litigation or arbitration arising out of this Agreement shall be entitled to its attorney's fees and costs of such litigation (including expert witness fees).

18. **Entire Agreement.** This written Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements. This Agreement may not be changed, modified, or altered except in writing signed by the Parties hereto.

19. **Anti-kickback.** No officer or employee of City, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted, or granted a present or future gift, favor, service, or other thing of value from any person with an interest in this Agreement.

20. **Severability.** If any section, sentence, clause, or phrase of this Agreement should be held to be invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause, or phrase of this Agreement.

The Parties have executed this Agreement this _____ day of _____, 20__.

CITY OF LACEY

SERVICE PROVIDER:

By: _____
Jen Burbidge
Parks, Culture & Recreation Director

By: _____
John Anderson
South Puget Sound Disc Golf Association

Approved as to form:

David Schneider
City Attorney

EXHIBIT A – SCOPE OF WORK

The Service Provider and City have had a successful partnership since 2012 in the design, construction, and maintenance of Woodland Creek Community Park's disc golf course. The Service Provider has the knowledge and dedicated volunteers to create and support the additional disc golf course at Greg Cuoio Park. The Service Provider will assist in finalizing the disc golf course at Greg Cuoio Park.

The Service Provider provides the **DESIGN FINALIZATION** through TEMPORARY Disc Golf baskets and tees. This is a Service Provider project with no exchange of services with the City. The Service Provider agrees to the following guidelines and information for the construction:

Timeline:

- The City will determine when the site is accessible and when Service Provider may begin installation.
- The Service Provider must get City approval for the general installation schedule.
- Installation of temporary baskets and tees may take up to approximately two weeks.
- The design finalization / course testing will last approximately 8-12 months and will begin once temporary baskets and tees are installed, and the course is playable to the public, as determined by the Service Provider. The purpose of the temporary course is to allow players to test and provide course suggestions before permanent installation.

Design

- The course design has been agreed upon by the Service Provider and City and is attached as Exhibit B.
- The course design indicates:
 - Center of the tee
 - Basket "circles"

Tree Removal, Vegetation Clearing, and Pathways

- The City contractor will remove all the trees.
 - 35 trees have been identified for removal. To ensure the correct trees are removed, the City contractor will mark the trees for removal. Once marked, the Service Provider will have 1 week to confirm the trees selected for removal. Service Provider cannot add additional trees for removal.
 - The City cannot direct how or in which order the contractor completes their work. It is possible the tree marking timeline will come before pruning or trails/fairways are cleared. Due to this uncertainty in the construction schedule, the Service Provider will need to remain flexible in their schedule.
- Fairways will be cleared/pruned to 12' wide and from 3-12' tall by the City contractor. The City contractor will add mulch to the paths from each basket to the next.

Temporary Baskets –

- The City contractor will clear and mulch basket areas to a radius of 5' from the center point identified in the course design.
- The City will pay the Service Provider a monthly rental rate of \$300 for 18 temporary baskets.

Temporary Tees

- Tee areas will be cleared and mulch spread to an area of 10' x 21' by the City contractor as identified in the course design.
- The Service Provider will provide 5 x 12' synthetic turf pads.

Temporary Signs

- The City will reimburse Service Provider for temporary signage (direction, safety, main course, and tee signs), such as foam core.
- The Service Provider will design and install the temporary signage as needed.
- The City will approve final sign design and locations.
- Signs attached to trees must be pre-approved by City.
- The Service Provider's logo can be included on the main course sign(s)

Reimbursement

- The City will reimburse the Service Provider for the costs of materials, supplies, and equipment rental fees associated with the project (excluding temporary basket rental), in an amount not to exceed \$10,000. Original itemized receipts are required for reimbursement.
- Service Provider is required to be set up as a vendor through the City payment system, PaymentWorks.
- Reimbursements for wages, labor, or contracted services are prohibited.

Public Safety, Convenience, and City Coordination

- The City will allow and coordinate access to the service road with the Service Provider to transport equipment and supplies.
- Service Provider will adequately warn the public of closed areas, construction activities, and/or other unsafe conditions. Equipment to warn the public includes closure signs, warning signs, barricades, fencing, and caution tape. The City will provide warning equipment upon request.
- The City may require the Service Provider to wear hard hats and safety vests during work at a live construction site.
- If saws, power tools, electric trimmers, augers, equipment transport vehicles, ATVs, or grading equipment (bobcat) is in use, the Service Provider will close the area of the park for public use. The Service Provider will schedule any grading equipment, equipment transport vehicles, or ATVs with City Staff in advance.
 - Grading equipment and ATVs are not allowed to transport equipment over roadways.

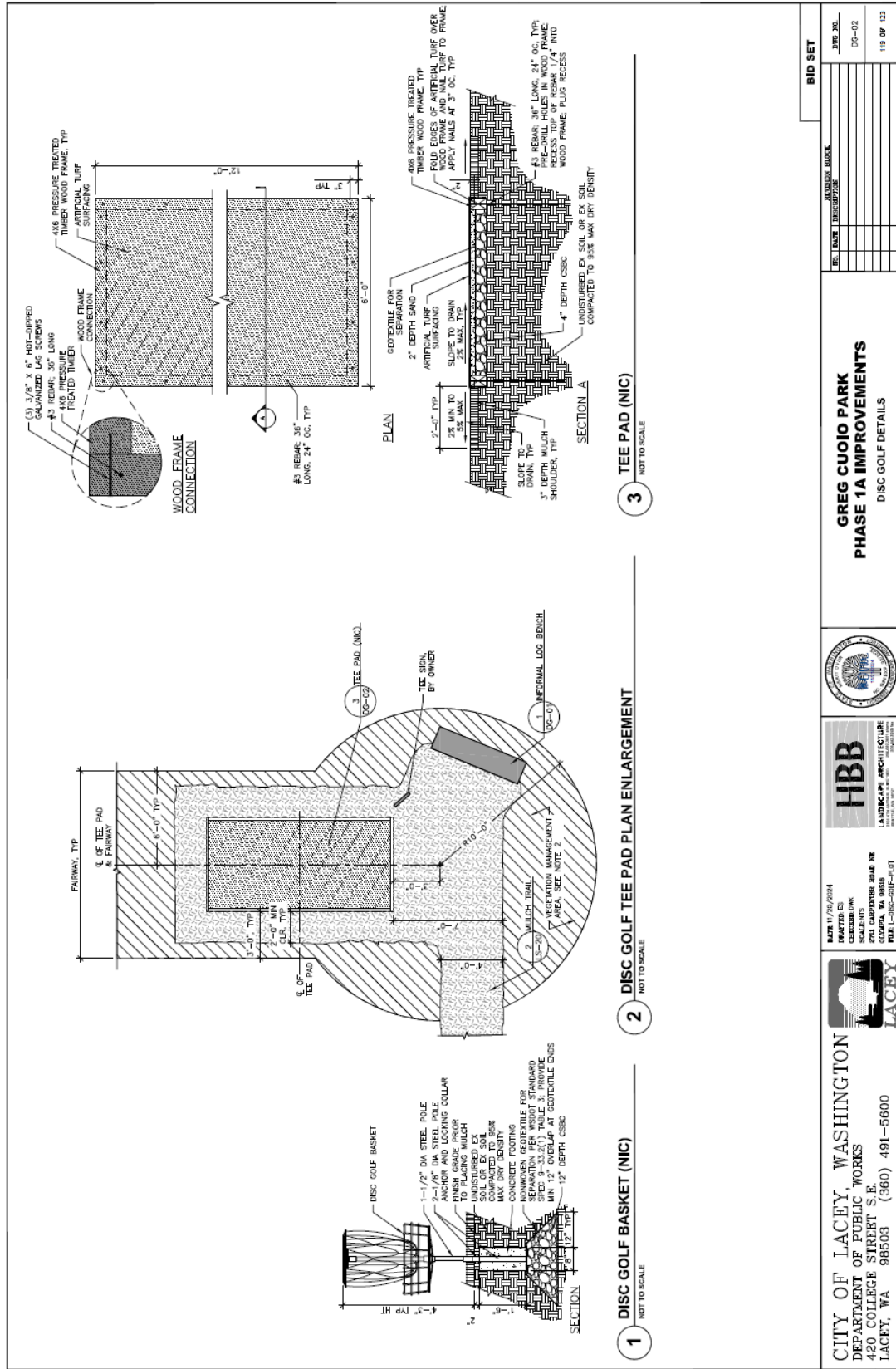
- The Service Provider will conduct operations with the least possible obstruction and inconvenience to the public.
- The Service Provider will ensure that waste materials do not accumulate onsite.

The Service Provider's responsibilities shall be performed and carried out in a workmanlike manner and in accordance with standard industry practice for the construction of a Disc Golf Course.

In the performance of the services herein contemplated, the Service Provider has the authority to control and direct the performance of the details of the work. However, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

Under this agreement, the City shall own all assets constructed and installed in Greg Cuoio Park.

The Service Provider will seek written approval from the City before producing, publishing, or distributing promotional materials including the City's logo, the Lacey Parks, Culture and Recreation logo/ insignia, or which refer to or insinuate sponsorship or partnership with the City.



REVISION BLOCK	
REV. NO.	DESCRIPTION
06-02	
118 OF 123	

GREG CUOPIO PARK
PHASE 1A IMPROVEMENTS
DISC GOLF DETAILS



DATE: 11/09/2024
DRAWN BY: GREGORY PINK
SCALE: 1/8" = 1'-0"
FILE: C:\PROJECTS\PHASE 1A\118-000-001-101
REV: 1-118-000-001-101



CITY OF LACEY, WASHINGTON
DEPARTMENT OF PUBLIC WORKS
420 COLLEGE STREET S.E.
LACEY, WA 98503 (360) 491-5600



Proposition 1: Lacey Metropolitan Park District (MPD) Fact Sheet



City of Lacey
420 College St SE
Lacey, WA 98503

Shaping our community together

Election Day: **August 5, 2025**

Proposition 1 would:

- Create a Lacey Metropolitan Park District (MPD) to provide ongoing funding to maintain, operate, and improve parks, trails, recreational facilities, and programs.
- Establish the MPD boundaries as the Lacey city limits.
- Establish the MPD to be governed by the Lacey City Council.
- Authorize the tax rate of up to a maximum of \$0.45 per \$1,000 assessed property value.
Example: At the rate of \$0.45 per \$1,000 assessed property value, an owner with a property assessed at \$500,000 would pay \$225 a year or \$18.75 per month. See inside for more examples.



To learn more about the MPD, visit CityofLacey.org/MPD or scan:



What is a Metropolitan Park District (MPD) ?

An MPD is a junior property-taxing district, authorized by state law, to manage, control, improve, maintain, and acquire parks, parkways, boulevards, recreational facilities, programs, and services.

MPD funds would be used to create new park features and facilities, operate those facilities, and expand maintenance and programs. With current parks funding, these new park features may take longer to complete or may not occur.



360.491.0857



LaceyParks@CityofLacey.org



CityofLacey.org

LOOK INSIDE for more information

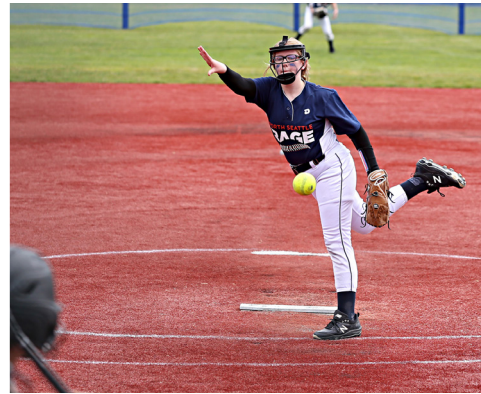


What would be the MPD cost to property owners?

The MPD's governing body could authorize the tax rate of up to a maximum of \$0.45 per \$1,000 of assessed value. See table below for estimated costs. Actual costs may vary.

MPD Cost to Property Owners (based on \$0.45 per \$1,000 of assessed value)

Assessed Value	\$350,000	\$400,000	\$500,000	\$600,000	\$700,000
Monthly Cost	\$13.13	\$15.00	\$18.75	\$22.50	\$26.25
Annual Cost	\$157.50	\$180.00	\$225.00	\$270.00	\$315.00



How would the MPD revenue be spent?

The City of Lacey gathered over 8,700 community responses on park and recreation needs. This information was used to update the 2023 Lacey Parks, Culture, and Recreation Comprehensive Plan. MPD funding would support projects and programs identified by the community, including:

New Park Features

- Spray parks and other water play features
- Trails and natural space access
- Indoor playgrounds
- Sports fields
- Other outdoor features: pickleball, playgrounds, pump tracks, skate features, disc golf, community gardens/ food forests



Expanded Maintenance

Keeping park features safe and functional with:

- Routine service and repairs
- Safety inspections
- Cleaning
- Lighting
- Landscaping
- Seasonal preparations



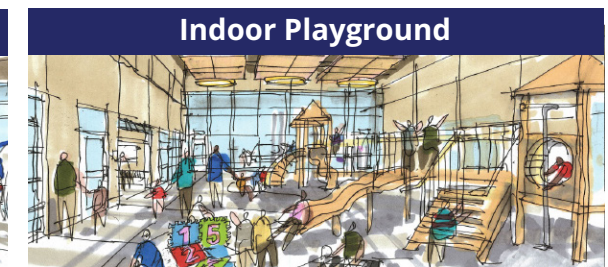
Potential Projects

Identified in the 2023 Lacey Parks, Culture, and Recreation Comprehensive Plan

Lacey City Limits

- Greg Cuoio Park**
 - Trails
 - Access to Natural Space
- Meridian Park**
 - Pickleball Courts
 - Skate Features
 - Pump Track
 - Sports Fields
 - Spray Park
- Virgil S. Clarkson Senior Center**
 - Facility and Parking Expansion
 - Additional Access
- Future Young Child & Family Center Site***
 - Spray Park
 - Indoor Playground
- Brooks Park**
 - New Playground
- Regional Athletic Complex (RAC)**
 - Infield Turf Replacement
 - Playground Replacement
- Long Lake & Wanschers Parks**
 - Water Access
 - Park Improvements
- Rainier Vista Park**
 - Pickleball Courts
 - Spray Park
 - Outdoor Table Tennis
- South Lacey**
 - Spray Park

*Future Young Child & Family Center Site Renderings



To view the complete Lacey Parks, Culture, and Recreation Comprehensive Plan, visit LaceyParks.org/Comp-Plan or scan QR code.



LACEY PARKS
CULTURE & RECREATION



Greg Cuoio Park

Initial Expenses	
Journey Level Maint. Tech.	TBD, Dependent on Park Opening
1 Ton truck	\$ 85,000.00
Small tools	\$ 2,000.00
CDL Training	\$ 6,200
Uniform allowance	\$ 750
Equipment trailer	\$ 10,000.00
Large area mower	\$ 130,211.00
Skid Sprayer	\$ 6,000.00
All terrain vehicle	\$ 21,289.00
Cell phone and ipad	\$ 1,030.00
	\$ 262,480.00

Annual Expenses	
Labor and Benefits (1250 Hours)	\$77,838.77
Cell service	\$500.00
Equipment Rental charges	\$49,657.00
IMS Rental charges	\$1,170.00
Professional Services (Security, Hazard tree removal, etc)	\$15,000.00
Rental Services	\$2,000.00
Water utility	TBD
Electricity	\$2,500.00
Solid Waste (Port-a-potty services, TC Landfill dumping)	\$12,500.00
	\$161,165.77

Parks, Culture & Recreation Correspondence

Date	From	Correspondence	Response
4.24.25	Ian O.	A large big leaf maple tree is being chewed on by beavers and (although it's not imminent) could certainly be felled soon enough.	Reply from Parks Maintenance Supervisor Jamie Oakland: Good afternoon, Sorry for a bit of a delayed response. I went out last Thursday to look for the trees you brought to our attention. We are actually already aware of the trees along the west side of the lake with beaver damage. The damage occurred last fall. At the time we did not determine the trees to be an imminent hazard as they would fall to the water if they failed. We have a hazard tree evaluation scheduled with an independent arborist at the park this year. We have it noted to have them pay specific attention to those trees when conducting their evaluation. Thanks for making sure we were aware.
4.29.25	Randall K.	What can I do to get the city to put up a net? It would be nice to have one on the other side of RAC #1 as well to keep balls out of the woods and remove the need for kids to continually hop the fence.	Reply from Senior Parks Planner Jenny Wilson: Hi Randal, Thanks for reaching out about adding nets at the RAC. We are aware of the need for additional nets. We have this project on our long-term project list. However, there are many competing projects with limited funding, so this will likely be a few years before we request budget approval for the project. Thanks
5.2.25	Mary D	Hi, with all the road construction on Marvin, many of my friends in the McAllister Park, Ovation and surrounding communities have been asking each other about the future of the Woodland trail extension. We have noticed a sign at the community park saying site of future extension and are all hoping it will be extended to McAllister or perhaps even a bit farther east. Could you please share with me any future plans dates and times of possible construction & completion? It would be lovely to be able to get up and ride bikes to cutters point by the post office or run a few errands in that area or even the depot and not have to get in a car. I appreciate your time and effort in this manner, thank you, Mary Dawson, Milburn Loop in McAllister Park.	Reply from Senior Parks Planner Jenny Wilson: Hi Mary - Thanks for reaching out. There have been regional discussions for some time regarding extending the trail, and it's included in the TRPC Regional Trails Plan (2023), https://trpc.org/DocumentCenter/View/12180/Regional-Trails-Plan-FINAL---December-2023 (9E). The goal would be to extend the trail by 3 miles, just as you envision. The first step would be to acquire the railway from BNSF. The county recently got an agreement with BNSF for their construction project, which allowed the removal of the railroad crossing at Marvin Road. However, under the agreement BNSF retained the right to put the railroad and crossing back in if needed. If BNSF was willing to abandon the railway, regional partners could work toward the trail extension goal, pending funding.
5.19.25	Nicole G.	I'd like to find out why an organization is using RAC facilities and telling people they have to have a paid ticket to stand OUTSIDE the fenced field and look at the game being played. I u swear and if someone were to be inside the fence, sitting on benches, etc. but that facility is paid for by tax dollars, it is a public place and anyone should be able to stand outside a field and look in to watch what is being played. I was able to stand closer to Seahawks players tonight FOR FREE than I was able to stand near the fence of the soccer field. I was there as my child plays football with TCYFL. I am already paying to be there through his registration fees. Please inform me whether this is something the city is allowing or not. Thank you, Nicole Green	Reply from Recreation Manager Sue Falash: Good Afternoon Nicole, Thank you very much for bringing this matter to our attention. We always strive to provide a positive and welcoming experience for everyone visiting our complex. I'm truly sorry to hear about the experience you had with the USL Soccer group during your visit for the TCYFL event at the RAC. The USL Soccer organization, like TCYFL, rented specific fields within the facility for their event. Some groups, including USL Soccer, are approved in advance to charge admission fees for their specific areas. However, these fees do not apply to individuals watching from outside the fenced areas. We have spoken directly with the event organizer, who confirmed that it was never their intent to imply that spectators outside the designated admission area were required to pay. They have assured us they will clarify this with their staff moving forward. This was a new event at the RAC, and while we're excited about its potential to benefit the community, we recognize there are still some initial issues to work through. Your feedback is invaluable in helping us improve. Please don't hesitate to reach out to me directly if you have any further concerns or if there's anything else we can do. At the RAC, we take great pride in offering a welcoming space for all members of our community to enjoy the park and a wide range of athletic events. Warm regards, Sue Falash