

MEETING MINUTES

August 9, 2012

Orcas Island Park and Recreation District Commission
Regular Meeting, Thursday, August 9, 2012
Orcas Island Fire District Station #1, Eastsound
5:00 P.M.-7:00 P.M.

I. CALL TO ORDER (5:08)

Bob Eagan, Chairman

Roll call:

Seat 1: Vicki Vandermay, present

Seat 2: Bob Eagan, present

Seat 3: Martha Farish, present

Seat 4: Jim Bredouw, present

Seat 5: Ian Lister, present

A quorum was established and the meeting was called to order. Also attending were and Pete Moe & Krista Bouchey, the Funhouse Commons; Cara Cohn & Ken Brown, Bullwings; Marcia West, OIPRD Director elect; Toomas Liblick and Justin Paulson.

II. PUBLIC COMMENT (5:09)

Toomas Liblik spoke to say that his phone number is listed at the tennis courts to call for entry codes and he would like this to change. He suggests that we put an OIPRD # and on answering machine, if no one answers, that the code is on the message. He believes that it is also confusing to people generally whether or not it is a private court or public court. He also asked if tennis balls are purchased by OIPRD or donated by USTA, because he wants to be able to use them for private instruction for profit, since he took part in the USTA program. He recommends that we create a policy whereby people like him can use equipment for a certain fee going forward.

OIPRD accepted a generous donation from Justin Paulson of 60 tennis balls for OIPRD to authorize use by Toomas, after which they will be turned over to OIPRD.

III. MONTHLY BUSINESS (5:30)

Motion: to approve the Aug. 9 claims payment request for \$2,769.29

- Martha, Vicki - deliberations: none - unanimously aye

- Krista delivered an interim Director's report. She created the Fall brochure, in which both OIPRD and FHC programs are listed, without delineating which is which, as it was determined by the Programs Committee that it served no useful purpose to do so and could create unnecessary confusion.
- Vicki reviewed for the commissioners a report from that committee as to which programs it was determined OIPRD would handle going forward. These include: Running Club, King's Football, Soccer and Tennis and eventually, Teen Night, After School and Swimming. FHC reported that they would handle: Back to School Carnival, Teen Night Event, Math Olympiad, Rock Band, Destination Imagination, Small Business Accounting, Science Club, Math 101, Photoshop, computer classes, Mentor Program, college prep programs and Science Fair.
- Pete Moe suggested that FHC's agreement to handle certain King's Football signup duties could potentially cost OIPRD funds, to which Jim expressed surprise, as this wasn't brought up during the hour-long meeting discussing this subject, though there are provisions in the contract between OIPRD and FHC to track hours for programs not originally included in said contract. It was determined that Jim, Vicki and the FHC need to meet in committee to clarify any confusion, with a focus on whether or not Marty Zier is unofficially expecting Krista to handle/spearhead the program, as OIPRD has clearly indicated that this is not a function (or commensurate expense) that it is willing to absorb.
- Krista suggested that OIPRD absorb all ActiveNet fees, including credit card fees, rather than charging these to the public. Martha asked Krista to call Island Rec (and ActiveNet if possible) to make sure that this is the most elegant solution, accounting-wise. Jim motioned and Vicki seconded that OIPRD adopts a practice, until further notice, to pay all ActiveNet fees and to not pass them on to the general public. Unanimous approval.

Motion: to accept Ron Griffin's Interim Buck Park Maintenance contract [Buck Park Maintenance Contract - FINAL.pdf](#).

- Martha, Ian - deliberations: none - unanimously aye

- Bob suggested that the biggest Buck Park problems over the past month were irrigation related and it's become obvious that OISD doesn't have the time or inclination to keep BP maintained to our standard. Bob, on his own time, checked the irrigation system and determined that 6-10 (@\$45) sprinkler heads need replacing – different than the ones recently replaced by OIPRD. A confusing issue is that it is up to the school to irrigate the fields but Bob fears that without more proactive efforts by OISD that the fields will turn brown and the public will not be served and uninterested as to whose fault that is. Jim motioned that we authorize Bob to negotiate with OISD to the best of his ability to help with this issue but that, regardless, once he gets written permission to make the necessary irrigation repairs from OISD.

Motion: that he (Bob) be authorized to spend up to \$1,500 to make these sprinkler repairs

- Jim, Vicki - deliberations: none - unanimously aye

Motion: to authorize Bob to spend up to \$500 to resod (2) soccer goal areas.

- Vicki, Jim - deliberations: none - unanimously aye

IV. UNFINISHED BUSINESS (6:25)

Motion: to approve \$300 to the FHC to buy 20 soccer balls.

- Jim, Vicki - deliberations: none - unanimously aye

Motion: to approve a soccer registration fee of \$60 including a t-shirt for early registration; \$75 for day of or later registration.

- Jim, Ian - deliberations: none - unanimously aye

- Minutes: Bob pointed out that all 2010 minutes urgently need to get finished so that the OISD Buck Park purchase agreement can get finalized. Ian agreed to contact Jim for a date to do this soon.

Motion: to fund the FHC's Teen Night and After School programs @ \$3,310/month for 4 months starting in September which will in turn require a written monthly attendance, actions and operations report to be determined by the program committee from the FHC.

- Vicki, Ian - deliberations: none - unanimously aye

Motion: to authorize Jim to purchase office equipment, computers and monitors, custom and off the shelf furniture, seating and office supplies up to \$10,000.

- Jim, Bob - deliberations: none - unanimously aye

Motion: that Ian be authorized up to \$2,500 to install an ADA compliant locking door and landing for the OIPRD offices once he gets FHC board written approval.

- Ian, Jim - deliberations: none - unanimously aye

- Jim also announced that he is going to contact Century Tel to begin a two-line rollover OIPRD phone service.
- Bob suggested that in the near future, he would recommend that we hire someone to take meeting minutes.
- Jim reviewed the outstanding issues with the OIPRD Director employment contract. After discussion, it was determined that Jim should accrue vacation at 1.5 days/month with no rollover and to look into hardship language requirements (Child and Family Leave Act) and enter, if required, appropriate language and to finalize the contract for Marcia and Bob's signatures.

V. ADJOURNMENT (7:40)

Motion: To adjourn

- Vicki, Martha - deliberations: none - unanimously aye

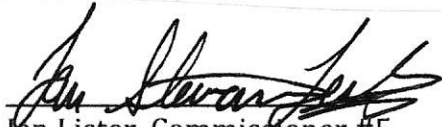
Addenda:

Buck Park Maintenance Contract - FINAL.pdf.

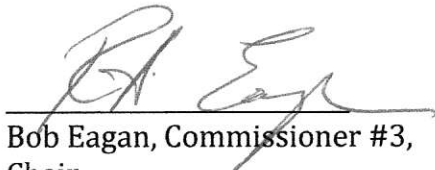
Regular Public Meeting minutes for August 9, 2012

Approved by motion on this 13th day of Sept 2012

Signed and attested this 27th day of October 2012



Ian Lister, Commissioner #5,
Secretary



Bob Eagan, Commissioner #3,
Chair

ORCAS ISLAND PARK AND RECREATION DISTRICT

BUCK PARK MAINTENANCE CONTRACT

The parties to this Agreement, made and entered into this 9th day of August, 2012, are Orcas Island Park and Recreation District ("OIPRD"), a municipal corporation established by the laws of the State of Washington, and Griffin Yard Works (the "Contractor"). The terms and conditions of this contract shall be active and enforceable through December 31st, 2012.

BACKGROUND

WHEREAS, OIPRD is a municipal corporation duly established pursuant to the laws of the State of Washington, RCW Chapter 36.69, as a park and recreation district, for the purpose of providing leisure time activities and recreational facilities for its residents; and

WHEREAS, OIPRD is in need of services that the Contractor can provide for Buck Park, located at 673 Mt. Baker Road, Eastsound, Washington (TPN 271322002) ("Buck Park"), which OIPRD leases from the Orcas Island School District; and

WHEREAS, the Contractor is experienced with providing said services and has represented that it is qualified and able to provide such services in a professional and timely manner, and is willing and agreeable to provide such services upon the terms and conditions contained herein.

1 GENERAL CONTRACT PROVISIONS

1.1 INDEPENDENT CONTRACTOR

Contractor represents that it is (check all applicable):

☐ A licensed contractor, licensed under Washington State law and possessing Contractors License No. _____ for the State of Washington, and said license expires on _____, 20____; AND/OR

☐ A limited liability company or corporation, licensed under the State of Washington; OR

☒ A sole proprietor in the State of Washington.

Contractor represents that it is fully experienced, properly qualified, equipped, organized and financed to perform the work specified herein. Contractor shall act as an independent contractor, and not as an agent of OIPRD, maintaining complete control over its employees. Contractor shall perform the work in an orderly and workmanlike manner.

1.2 INSURANCE

Comprehensive General Liability, Property Damage, Personal Injury and Automobile Insurance

The Contractor shall maintain on file at OIPRD or include with his bid a current certificate of insurance confirming coverage and showing OIPRD as additionally insured on such insurance. Minimum amounts and units of insurance coverage required are as follows:

- (1) Comprehensive General Liability with Broad Form Property Damage, Broad Form Contractual, Personal Injury, including other coverage on Broadening Endorsement; Explosion, Collapse, and Underground (XCU) Coverage; Products and Completed Operations; and Owner's and Contractor's Protective.

Bodily Injury and Property Damage Liability: \$1,000,000.00 Combined Single Limit

- (2) Owned Automobiles and Automobiles under long-term lease, including Hired Automobiles and Non-Owned Automobiles.
- (3) Bodily Injury and Property Damage Liability: \$1,000,000.00 Combined Single Limit.

1.3 HOLD HARMLESS CLAUSE

Contractor agrees to defend, indemnify and hold OIPRD harmless from any and all claims, demands, losses and liabilities including torts and breach of contract to or by third parties arising out of, or in any way connected with the performance of Contractor's work under this contract, including such claims, demands, losses and liabilities of Contractor's employees to the fullest extent permitted by law and subject to the limitations provided herein.

1.4 PAYMENT

Payment will be made by the 15th of each month for work completed, approved and billed to OIPRD by the last day of the previous month.

1.5 DESCRIPTION OF THE WORK

The work to be performed under this contract is defined in the descriptions, drawings and specifications provided in, and attached hereto. The work will be performed according to a particular schedule as described in herein.

1.6 COMPENSATION

Contractor, by entering into this Contract with OIPRD shall have satisfied itself that the compensation set forth in the contract is correct and sufficient for the work to be performed, and is full compensation for all of its obligations under the Contract and all related risks and expenses associated with its performance.

1.7 DUE DILIGENCE

By entering into a contract which activates this agreement, the Contractor warrants that it has made and shall be deemed to have made careful examination of the site of the work and of the Specifications, Drawings and all other attached documents, the Contractor shall have the sole responsibility of satisfying itself concerning the nature, scope and location of the work and the general and local conditions.

1.8 TERMINATION OF CONTRACT

OIPRD reserves the right to terminate this contract at its option upon 2 weeks written notice to the Contractor.

1.9 TERMINATION FOR CAUSE

OIPRD reserves the right to terminate this contract at any time without prior notice in cases of Contractor violating the terms of the contract or for reasons relating to Contractor's performance of the work described herein.

1.10 SUBLETTING; ASSIGNMENT

The Contractor shall not sublet work to subcontractors or any third party under this Contract or assign any right or obligation herein in whole or in part without the prior written approval of OIPRD.

2.0 UNIT PRICE WORK

The following described Work shall be performed on a unit price (per event) basis - and OIPRD may specify any number or combination of said work units that OIPRD may deem necessary. The Contractor's unit prices as include all the labor and materials defined in the Bid Unit and fully completed as described.

2.1 SPECIFICATIONS AND DESCRIPTIONS for UNIT PRICE (PER EVENT) WORK

2.1.1 MOW PLAY FIELDS

Area of Work - The areas included in this work description include Baseball/Soccer Playfield (100,740 sq. ft. = 2.31 ac.), Softball Playfield (71,230 sq. ft. = 1.64 acres) and Practice Playfield (80,490 sq. ft. = 1.85 ac.). See attached Buck Park Work Area Diagram – Attachment 1.

Specification – During the season March 1 to October 1, mow above described playfields to a height of 1-1/2" to 2", as required to maintain a neat appearance and quality playing surface. At no time allow grass to grow over 4" in height. Clippings can be left in place provided that a mulching type mower is utilized.

Timing and Schedule – Cut approximately once per week or as requested by OIPRD through October 1.

2.1.2 MOW PERIMETER AREAS

Area of Work - The areas included in this work description include the Basketball/Playground/Softball Perimeter (21,397 sq. ft. = 0.49 ac.), Hill Training Area (32,200 sq. ft. = 0.74 acres), Baseball/Soccer Perimeter (38,025 sq. ft. = 0.89 ac.), and Vitality Trail (9,270 sq. ft. = 0.21 ac.). See attached Buck Park Work Area Diagram – Attachment 1,

Specification – During the season March 1 to October 1, mow all lawn areas to a height of 1-1/2" to 2",. At no time allow grass to grow over 8" in height. Clippings can be left in place provided that a mulching type mower is utilized.

Timing and Schedule – Cut approximately once per 2 weeks or as requested by OIPRD through October

2.1.3 CUT ROUGH AREAS

Area of Work - The areas included in this work description include the Tennis/Parking Rough Area (22,038 sq. ft. = 0.51 ac.), Practice Playfield Rough Areas (17,109 sq. ft. = 0.39 acres), Baseball Rough Sloped Area (18,301 sq. ft. = 0.42 ac.) and Softball Rough Sloped Area (15,726 sq. ft. = 0.38 ac.). See attached Buck Park Work Area Diagram – Attachment 1.

Specification – Cut using weed/grass trimmer, or other means to max height of 5 inches.

Timing and Schedule - Cut once per season at height of season. Any additional cutting as requested by OIPRD.

2.1.4 INSPECTION- LITTER PATROL, MONITOR PORTABLE TOILETS AND REPORT TO OIPRD

Area of Work – Entire Park

Specification – Patrol entire ground and monitor for litter, check portable toilets, make notes of undesirable or dangerous field and playground conditions, general observation of conditions at park which may affect the safety and well being of the parks users. Report findings to OIPRD contact.

Timing and Schedule – Twice per week to coincide with other Work at Buck Park.

2.1.5 CONTRACTORS UNIT PRICE SCHEDULE

Contractor agrees to perform the work described in the above Specifications and Descriptions for Unit Price Work as per the following schedule of prices and acknowledges that the following prices are correct and sufficient for the work to be performed. Payment of the following unit prices shall be full compensation for furnishing all labor, tools, equipment and materials necessary or incidental to performing said work.

WORK DESCRIPTION	UNIT PRICE	EST QUANT	EXTENDED PRICE
1 MOW PLAY FIELD (2.1.1)	\$192.50	8	\$1,540
2 MOW PERIMETER AREA (2.1.2)	\$275	4	\$1,100
3 CUT ROUGH AREAS (2.1.3)	\$825	1	\$825
4 PARK INSPECTION AND REPORT (2.1.4)	\$55	4	\$220
TOTAL (NOT INCL SALES TAX)			\$3,685

3.0 TIME AND MATERIALS WORK

Unless otherwise agreed to by OIPRD, work to be performed on a Time and Materials Basis will be authorized and described using the form in Attachment 2 – Contractors Time and Materials Quotation and Record of Work. The Work will be performed according to a specific schedule. Compensation for labor, equipment and material shall be at the rates provided for in this agreement under Attachment 3 - Contractors Schedule of Labor, Equipment and Materials prices.

3.4.1 Contractor shall keep a daily log of equipment hours, labor hours and materials installed in place, including the location of said work, and the nature of said work. Unless otherwise agreed to by OIPRD

this log will be recorded on the form shown herein in Attachment "2"- "Contractors Time and Materials Quotation and Record of Work" and shall be submitted together with Contractor's normal invoice.

- 3.4.2 Equipment hours shall be billed only for those hours the equipment is actually in operation. No billing for standby time, equipment running without an operator, or hourly billing based on engine hours will be accepted or paid by OIPRD unless previously agreed to by OIPRD.

4.0 GENERAL TERMS

- 4.0.1. **LEGAL COMPLIANCE.** Contractor agrees to be in compliance with all applicable laws, including all tax and employment-related laws, for work created or performed and compensation received pursuant to this Agreement as an independent contractor.
- 4.0.2. **RECORDS INSPECTION; AUDIT.** All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement shall be subject to inspection and audit by OIPRD for a period of up to three (3) years from the final payment for work performed under this Agreement.
- 4.0.3. **CONTINUATION OF PERFORMANCE.** In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, Contractor agrees that, notwithstanding such dispute or conflict, Contractor shall continue to make a good faith effort to cooperate and continue work toward successful completion of its duties and responsibilities.
- 4.0.4. **ADMINISTRATION OF AGREEMENT.** This Agreement shall be administered by Ron Griffin on behalf of Contractor, and by the Chairperson of the Commission for OIPRD or his/her designee. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:


Contractor:	To OIPRD:
Name: Griffin Yard Works	Chair, OIPRD
Address: PO Box 267	P.O. Box 575
	Eastsound, WA.
Phone: 360-376-4776	Phone:
	FAX:
Email: griffin@centurytel.net	Email: OIPRD@OIPRD.org

- 4.0.5 **AMENDMENT; MODIFICATION; WAIVER.** No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound, or such party's or parties' duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not effect or impair any right arising from any subsequent default.
- 4.0.6 **APPLICABLE LAW; VENUE.** This Agreement and the rights of the parties hereunder shall be governed by the interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be in San Juan County, Washington; provided, however, that it is agreed and understood that any applicable statute of limitation shall commence no later than the substantial completion by the Contractor of the services.
- 4.0.7 **AUTHORITY.** The Parties executing this Agreement represent that they have the authority to bind and commit themselves or the entities they represent to any and all terms and conditions of this Agreement.

5.0 AGREEMENT

The herein named Contractor hereby agrees to perform the work according to the terms, specifications, conditions and prices as described above and referenced herein. OIPRD hereby accepts the terms, specifications, conditions and prices as described above and referenced herein and authorizes the herein named Contractor to perform said Work.

CONTRACTOR:

By: 
(Signature)

Name: Ron Griffin

Title: Owner

Date Signed: August 9, 2012

ORCAS PARKS AND RECREATION DISTRICT:

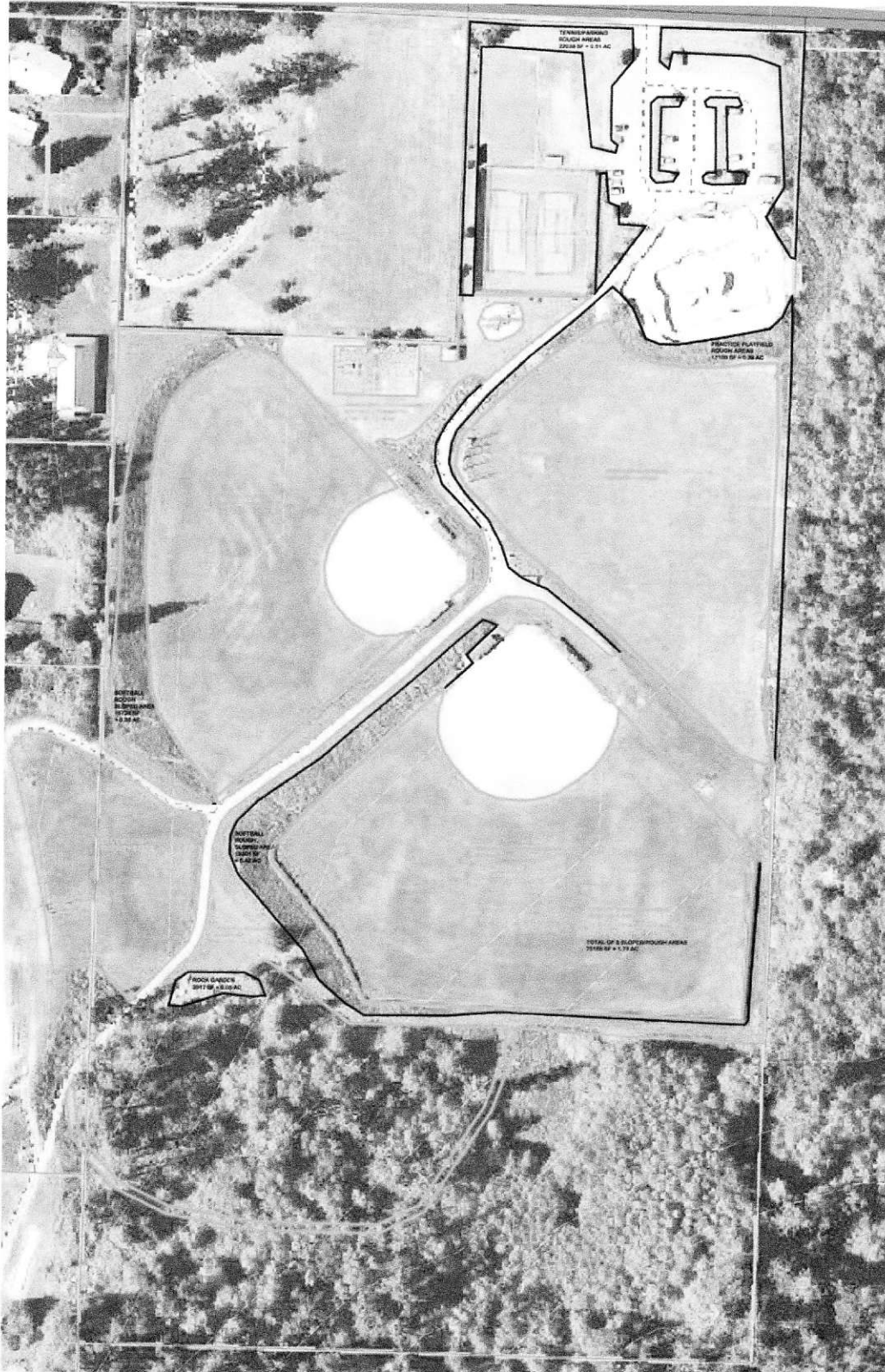
By: 
(Signature)

Name: Robert A. Eagan

Title: Chair, OIPRD Commission

Date Signed: August 9, 2012

ATTACHMENT 1
BUCK PARK WORK AREA DIAGRAM



ATTACHMENT 3
CONTRACTOR'S SCHEDULE OF
LABOR, EQUIPMENT AND MATERIALS RATES

Weed eat	\$50/hr
Mowing	\$50/hr
Excavator	\$80/hr
Tractor	\$65/hr
Labor	37.50/hr



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/09/2012

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

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

PRODUCER Veldman Enterprises, LLC dba San Juan Insurance Center P.O. Box 96 Eastsound WA 98245-		CONTACT NAME: PHONE (A/C No. Ext.): (360) 376-2141 FAX (A/C No.): (360) 376-2184 E-MAIL ADDRESS: sji@sanjuanins.com	
INSURED Griffin Yard Works PO Box 267 Eastsound WA 98245-		INSURER(S) AFFORDING COVERAGE INSURER A: THE HARTFORD INSURANCE GROUP INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			528BPY6290	08/06/2012	08/06/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 NOWND \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				/ /	/ /	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$				/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				/ /	/ /	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

***CERTIFICATE HOLDER IS ALSO ADDITIONAL INSURED WHEN WORKING WITHIN THE BUCK PARK MAINTENANCE CONTRACT**

OIPRD = ORCAS ISLAND PARK & RECREATION DISTRICT

CERTIFICATE HOLDER

CANCELLATION

<p>() - () -</p> <p>OIPRD P.O. BOX 575 EASTSOUND WA 98245-</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE <i>Judith S. Maden</i></p>
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