



1603 22<sup>nd</sup> Street  
Anacortes, WA 98221  
360-293-0673 (phone)  
360-299-2953 (fax)

## MINUTES

Special Meeting of the Board of Commissioners  
Pool's Long Range Planning (Formerly MCIP) Committee  
Fidalgo Pool and Fitness Center  
Tuesday, May 24, 2016, 5:00 p.m.  
The Public was invited.

### CALL TO ORDER

The meeting was called to order by Co-Chair Christine Mathes at 5:00 p.m.

Committee Members Present: Dr. Mick Donahue, Commissioner Mel Larsen,  
Executive Director Marilyn Stadler, Maintenance Manager  
John Little, Aquatic & Fitness Manager Carla Bigelow,  
Libby Grage, Sandy Hatfield, Commissioner David Way, David  
Lervik, and Christine Mathes

Committee Members Absent: Commissioner Jeremy McNett, Keith Rubin

Public: None

### PUBLIC COMMENTS

Executive Director Marilyn Stadler reviewed the public comments by Valorie Neesom and Bill Turner. The comments accompany the minutes.

### APPROVAL OF MINUTES

The approval of the minutes from the March 29, 2016 meeting, April 16, 2016 Workshop and the May 12, 2016 meeting will be completed when a quorum of Commissioners is present.

### WORKSHOPS

- **Summary of Workshop Comments** – The committee reviewed the Summary of Workshop Comments prepared by Executive Director, Marilyn Stadler.
- **Discussion** – Committee members shared some additional information they learned during the workshops.
  - Sandy Hatfield stated that there were many comments about the poor condition of the building's exterior entrance. The Levy & Maintenance Committee found that siding the entire building would cost around \$180,000; repairing and painting it is also estimated to be too expensive. Siding the entire building might be addressed in the capital improvement plan. However, it may be beneficial to clean up just directly in front of the lobby right now.
  - John Little took Sue Leinsch, workshop participant for a facility tour. She is interested in what is being planned for the pool, but she didn't offer any input at that time.
  - One person stated that she would like to see handrails around the pool so her parents could hold on as they water walked.
  - The front entrance needs a new Fidalgo Pool & Fitness Center sign.

- Commissioner Mel Larsen stated that the future plan for the HVAC and sprinkler system will be costly upfront, but will eventually pay for itself in energy cost savings.
- More landscaping around the fitness center is being considered by the Landscaping and Levy & Maintenance Committees, but overall landscaping might be considered in the new capital improvement plan.

**NEXT STEPS**

- Marilyn Stadler stated that Commissioner Jeremy McNett would like to address the capital improvements in a tier level approach so if need be, each tier of construction can be completed at different times and through different funding mechanisms. Dr. Mick Donahue stated that current infrastructure needs should be our first concern. For instance, Items 1 – 4, which are a priority, could be in the first tier; Items 5- 6 in the second; and Items 7 – 10 (maybe 11?) in the third.

**1 Modernize heating ventilation air conditioning (HVAC) & hot water systems**

Likert Scale with Importance Level	% of Total Responses	# of Responses
Extremely Important & Very Important (E & V)	74%	519
Low Importance & Not at all Important (L & NI)	6%	44

**2 Add current code fire alarm & sprinkler system**

Likert Scale with Importance Level	% of Total Responses	# of Responses
E & V	71%	495
L & NI	9%	62

**3 Upgrade facility to be Americans with Disabilities Act (ADA) Compliant**

Likert Scale with Importance Level	% of Total Responses	# of Responses
E & V	69%	480
L & NI	8%	58

**4 Change to energy efficient lighting**

Likert Scale with Importance Level	% of Total Responses	# of Responses
E & V	64%	449
L & NI	10%	71

**5 Expanded & updated locker rooms with efficient layout, increased number lockers, improved plumbing, better lighting, improved water saving showers, and other appropriate upgrades**

Likert Scale with Importance Level	% of Total Responses	# of Responses
E & V	60%	419
L & NI	10%	70

**6 Family/Private Changing Rooms**

Likert Scale with Importance Level	% of Total Responses	# of Responses
E & V	49%	344
L & NI	22%	153

**7 Warm Water Pool for Young Children & Seniors**

Likert Scale with Importance Level	% of Total Responses	# of Responses
E & V	67%	476
L & NI	11%	77

8	<b>Increase recreational activities for children &amp; teens</b>		
	<b>Likert Scale with Importance Level</b>	<b>% of Total Responses</b>	<b># of Responses</b>
	E & V	62%	435
	L & NI	12%	82
9	<b>Physical Therapy Pool for Rehabilitation</b>		
	<b>Likert Scale with Importance Level</b>	<b>% of Total Responses</b>	<b># of Responses</b>
	E & V	56%	396
	L & NI	13%	95
10	<b>Resistant water track for those people covering from walking problems &amp; for swim recreation use</b>		
	<b>Likert Scale with Importance Level</b>	<b>% of Total Responses</b>	<b># of Responses</b>
	E & V	48%	338
	L & NI	16%	113
11	<b>Jacuzzi</b>		
	<b>Likert Scale with Importance Level</b>	<b>% of Total Responses</b>	<b># of Responses</b>
	E & V	34%	239
	L & NI	36%	255
12	<b>Indoor walking/running track</b>		
	<b>Likert Scale with Importance Level</b>	<b>% of Total Responses</b>	<b># of Responses</b>
	E & V	33%	231
	L & NI	35%	248
13	<b>Elevator to upstairs fitness room &amp; balcony</b>		
	<b>Likert Scale with Importance Level</b>	<b>% of Total Responses</b>	<b># of Responses</b>
	E & V	32%	227
	L & NI	33%	230
14	<b>Drop-off area at the front entrance</b>		
	<b>Likert Scale with Importance Level</b>	<b>% of Total Responses</b>	<b># of Responses</b>
	E & V	31%	220
	L & NI	29%	203
15	<b>Sauna or Steam Room</b>		
	<b>Likert Scale with Importance Level</b>	<b>% of Total Responses</b>	<b># of Responses</b>
	E & V	30%	209
	L & NI	39%	273
16	<b>Revision of front desk &amp; reception area to better accommodate patrons</b>		
	<b>Likert Scale with Importance Level</b>	<b>% of Total Responses</b>	<b># of Responses</b>
	E & V	25%	174
	L & NI	32%	222
17	<b>Provide a child care facility with outdoor play area</b>		
	<b>Likert Scale with Importance Level</b>	<b>% of Total Responses</b>	<b># of Responses</b>
	E & V	25%	178
	L & NI	36%	249

18	<b>New Water Slide</b>		
	<b>Likert Scale with Importance Level</b>	<b>% of Total Responses</b>	<b># of Responses</b>
	E & V	24%	168
	L & NI	39%	277
19	<b>New multi-purpose room for conference vendor/party rentals &amp; staff training</b>		
	<b>Likert Scale with Importance Level</b>	<b>% of Total Responses</b>	<b># of Responses</b>
	E & V	21%	150
	L & NI	40%	281
20	<b>Personal Training &amp; Physical Therapy Privacy Rooms</b>		
	<b>Likert Scale with Importance Level</b>	<b>% of Total Responses</b>	<b># of Responses</b>
	E & V	19%	133
	L & NI	37%	262
21	<b>Spin Exercise Room</b>		
	<b>Likert Scale with Importance Level</b>	<b>% of Total Responses</b>	<b># of Responses</b>
	E & V	19%	133
	L & NI	38%	269
22	<b>Better Drink &amp; Food Service</b>		
	<b>Likert Scale with Importance Level</b>	<b>% of Total Responses</b>	<b># of Responses</b>
	E & V	15%	106
	L & NI	52%	367
23	<b>Structural Connection with the Anacortes Senior Activity Center</b>		
	<b>Likert Scale with Importance Level</b>	<b>% of Total Responses</b>	<b># of Responses</b>
	E & V	14%	99
	L & NI	49%	344
24	<b>Outdoor Patio</b>		
	<b>Likert Scale with Importance Level</b>	<b>% of Total Responses</b>	<b># of Responses</b>
	E & V	12%	87
	L & NI	50%	349

- It was stated that the configuration of the lobby may need to change with the renovation of the locker rooms and the additional of private/family changing rooms.
- Commissioner David Way would like to have performance goals in the plan, such as maintaining the levy at its current rate.
- The committee would like to hire an architect that could design what we envision and give us construction estimates. Revenues and expenses for increasing services and programs need to be shown in an operational budget. David Lervik suggested that a subcommittee should be assigned to develop a Request for Qualifications (RFQ) for an Architect. The RFQ would be advertised with the Seattle Institute of Architects and/or in the Seattle Daily Journal of Commerce. The advertisement would include a description of:
  1. Scope of services – building assessment, space planning, what can be done and what can't be done, conceptual design, cost estimates, performance goals to achieve efficiency and other similar deliverables;

2. Recent projects;
3. Qualifications;
4. Complicity of projects;
5. Funding options, and
6. Public works experience with prevailing wage.

The subcommittee of David Lervik, Christine Mathes and Marilyn Stadler will meet on Wednesday, June 1, 2016, 10 am in the pool's conference room. David Lervik will bring examples of RFQs to the meeting to help in the design of the ad. He also added that it may take the selected architect until January 2017 for the completion of deliverables.

The advertisement will be shared at the next LRP meeting on Tuesday, June 7, 2016 at 4:30 p.m. for Committee and Commissioner approval. No other business is planned for that meeting so it may be short.

### **ADJOURN**

**MOTION:** A motion was made and seconded (MATHES/BIGELOW) to adjourn the meeting at 6:06 pm. The motion passed unanimously.

The next schedule meeting of the Special Meeting of the Board of Commissioners – Pool's Long Range Planning Committee will be Tuesday, June 7, 2016, 4:30 pm in the Pool's conference room.

# RFQ/Architectural/Engineering Pre-design Services Fidalgo Pool & Fitness Center

## NOTICE TO CONSULTANTS - REQUEST FOR QUALIFICATIONS

Fidalgo Pool and Fitness Center (FPFC) District seeks architectural/engineering pre-design services for the renovation and upgrade of its current facility and potentially new construction to provide additional programs to the community. The work will consist of a master plan and financing strategy.

**Scope of Services:** Fidalgo Pool & Fitness Center, a 22,000 square foot facility, was built in 1975. The District has two additional properties, approximately 22,750 in square footage for growth. The Board of Commissioners of the District desires to select a full-service firm or team who will be available to assist with a) all aspects of architectural and engineering concept design based on the District's prior and recent feasibility, survey and public workshop research; b) business planning including cost estimating, financial implications of various program and facility elements, and anticipated recovery costs for each; c) construction management administration for building assessment; d) space planning; e) performance goals to achieve efficiency; and f) other similar deliverables that will be discussed prior to candidate selection. This project needs to be designed in a manner to permit construction in phases that align with program priorities and funding.

To be considered for selection, prospective consultants are to provide six (6) copies of their submittals containing the following data which will be used to help award the contract.

1. The demonstration of recent projects of similar design, mastering the complicity of such projects and experience with public works projects, including prevailing wage.
2. The specialized experience and technical competence, including that of partners and associates.
3. The capacity and capability of the firm to perform the tasks requested, as well as any specialized services, within the time limitations established for the completion of the work.
4. The firm's past record of performance with respect to control of costs, quality of work, design, appearance, utility and the ability to meet time schedules.
5. Evidence of work meeting the requestor's overall performance goals for the completed conceptual design.

The Long Range Planning Committee appointed by the Fidalgo Pool & Fitness Center Board of Commissioners will screen the most highly qualified firms from those submitted, conduct interviews with potential awardees, and will recommend selections to the Commissioners, who will then chose the firm considered best qualified and capable of performing the proposed work.

**For more information,** please contact Marilyn Stadler, Executive Director at 360-293-0673 or [mstadler@fidalgopool.com](mailto:mstadler@fidalgopool.com).

**Date and Time:** Signed hard copied submittals must be sent to Fidalgo Pool & Fitness Center, ATTN: Marilyn Stadler, 1603 22<sup>nd</sup> Street, Anacortes, WA 98221 and received by 3:00 p.m., August 8, 2016.



**AGREEMENT FOR PROFESSIONAL SERVICES  
(RCW CHAPTER 39.80)  
Agreement #3-2016**

This **AGREEMENT FOR PROFESSIONAL SERVICES** ("**Agreement**") is made and entered into as of the later of the two signature dates below, by and between:

**FIDALGO POOL & FITNESS CENTER DISTRICT**

1603 22<sup>ND</sup> STREET  
ANACORTES, WA. 98221  
360-293-0673  
[www.fidalgopool.com](http://www.fidalgopool.com)

("FPFC")

AND

**NAME**

ADDRESS

CITY, STATE ZIP

PHONE #

[Website Address](#)

("Consultant")

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**Term of Contract:** \_\_\_\_\_

- **SCOPE OF WORK:** Pursuant to specific tasks as described in the general provisions herein. **See attached Exhibit "A"**
- **COMPENSATION:** The Consultant shall be compensated on the basis of hours worked, expenses and deliverables incurred at the rates agreed upon: **See attached Exhibit "B"**.
- **GENERAL PROVISIONS:** Services covered by this Agreement shall be performed in accordance with the General Provisions (which are attached hereto and form a part of this Agreement) and any attachments or schedules.
- **ENTIRE AGREEMENT:** This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

## GENERAL PROVISIONS

In consideration of the mutual covenants and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1. Scope Of Work.** The objective of this Agreement is the timely preparation, completion and/or delivery of the scope of work and/or deliverables described in the Work Tasks issued pursuant to and governed by the terms of this Agreement. A copy of the Work Tasks to be executed by the parties is included as Exhibit "A," attached hereto and incorporated herein by this reference. Additional Task Order Change(s) and/or amendments to Work tasks shall be attached hereto as amendments and shall be made part of this Agreement upon approval as required herein.

1.1 Services covered by this Agreement shall be performed in accordance with the provisions and any attachments or schedules. Except as may be otherwise provided for herein, this Agreement may only be amended by the mutual consent of both parties hereto, in writing and signed by duly authorized representatives of both parties.

**2. Term of Agreement.** The Consultant shall not begin work under the terms of this Agreement, Work Tasks or any Task Order Change(s) until FPFC has specifically authorized the Consultant to do so in writing. The time required for completion of all work under each Work Tasks and, if appropriate under a schedule for completion of phases of the work, shall be specified in each Exhibit B, which both parties agree to. The completion dates for Work Tasks, or for phases of work under a Work Tasks may be modified only upon written agreement of the parties hereto in a Task Change Order. The completion dates for Task Change Orders, or for phases of work under a Work Tasks may be, but are not required to be, extended in the event of a delay caused by Extra Work requested by FPFC, or if the Consultant's work is delayed by unavoidable circumstances beyond the control of the Consultant and which the Consultant could not reasonably have anticipated. This Agreement may be extended for multiple terms at the sole discretion of FPFC and subject to budget appropriations and Board of Commissioners' approval when required; if so extended, all of the terms and conditions herein shall apply to such extension.

**3. Compensation and Payment.** The Consultant shall be compensated on the basis of hours worked, deliverables and expenses incurred at the rates shown in the attached Consultant's Fee Schedule, Exhibit "B." The Consultant shall receive no other payment for

materials or disbursements unless expressly allowed by a Task Change Order. The Consultant shall not adjust the wage rates in Exhibit "B" without written authorization from FPFC.

3.1 Consultant shall supply FPFC with a monthly invoice and written documentation, satisfactory to FPFC, for all amounts due under this Agreement, including but not limited to project budget status and a narrative progress description of services rendered that is acceptable in form to FPFC. Any applicable taxes shall be listed as separate line items on each Consultant invoice. All invoices and documentation may be reviewed and audited by FPFC and payment may be subject to review or audit. Subject to the preceding, payments shall be net thirty (30) days of receipt of such invoice by FPFC. In no event shall FPFC be charged interest on payments due under this Agreement. If required by FPFC, Consultant shall provide periodic forecasts of its total fees and costs incurred to date. With regard to time and materials contracts, only the reimbursable expenses specifically listed in the attached Exhibit "B" will be payable expenses under this Agreement.

3.2 If the Work Tasks or Task Change Order specifies that the work is to be performed on a fixed fee basis, the Consultant shall be paid the amount of the fixed fee as consideration for full and satisfactory performance of the work regardless of the Consultant's cost to perform the work. FPFC shall have sole authority for determining when all work has been satisfactorily performed by the Consultant. The Consultant's payment for the work shall not exceed the specific amount unless authorized in writing by FPFC, as provided herein. The fixed fee amount comprises all of the Consultant's payment for the work and includes without limitation all costs of salaries, overhead, non- salary expenses (including, but not limited to, travel, reproductions, telephone, supplies, and fees of outside consultants), as well as the Consultant's profits. The Consultant's payment for the work shall not exceed the specified amount unless first authorized by FPFC.

3.3 The Consultant shall obtain the prior written approval of FPFC for any charges for additional services by the Consultant, the additional services of others retained by Consultant, or the furnishing of additional supplies, materials or equipment. The Consultant shall not be entitled to compensation for any such additional charges incurred in violation of this paragraph.

4. **Payment of Sub-Consultants.** At the time of project completion, the Consultant agrees to certify to FPFC that all employees (including without limitation any union fees and any benefit plans), and Sub-consultants have been paid in full. Final payment shall be preconditioned upon receipt of such certification by FPFC; FPFC may, in its sole discretion, withhold final payment until receipt of such certification. The Consultant shall be solely responsible for the performance and payment of any and all Sub-consultants. All such Sub-consultants shall possess all licenses and insurance as required by the laws of the State of Washington.

5. **Termination.** This Agreement may be terminated by either party upon seven (7) days' written notice should one party fail to perform in accordance with its terms through no fault of the other. In the event the party that fails to perform is the Consultant, the determination of "fail to perform in accordance with its terms" shall be in the sole judgment of FPFC. In the event of termination, the Consultant shall be compensated for satisfactory services performed to the termination date by reimbursement of the Consultant's actual costs directly related to the project plus normal overhead and reasonable profit. FPFC shall have sole authority for determining when all work has been satisfactorily performed by the Consultant. In no case, however, shall such reimbursement exceed the agreed upon fee as approved and amended by FPFC. Any work product generated by the Consultant prior to such termination shall be the sole property of FPFC, and the Consultant agrees to provide FPFC with all such materials. If the accumulated payment made to the Consultant prior to notice of intent to terminate exceeds the total amount that would be due as set forth herein above, then no final payment shall be due and the Consultant shall promptly reimburse FPFC for the excess paid.

5.1 Further, this Agreement may be terminated by FPFC at any time for any reason whatsoever, at the sole discretion of FPFC, with seven (7) days' written

notice. If FPFC terminates for convenience, FPFC will pay according to the payment terms as provided in Paragraph 5, above. If, after termination for failure of the Consultant to fulfill contractual obligations, it is determined that the Consultant has not so failed, the termination shall be deemed to have been effected for the convenience of FPFC.

5.2 In addition to the above, FPFC reserves the right to suspend all or any portion of the work and services for Consultant's default or FPFC's convenience. If the Consultant's work is delayed for more than thirty (30) calendar days due to circumstances for which the Consultant is responsible, FPFC may find the Consultant in default and terminate the Work Tasks, Task Change Orders and/or this Agreement.

6. **Deviations From Scope of Work.** FPFC may at any time issue written directions within the general scope of this Agreement. If any such direction causes an increase or decrease in the cost of this Agreement or otherwise affect any other provision of this Agreement, the Consultant shall immediately notify FPFC and take no further action concerning those written directions until such time as the parties have executed a written Task Change Order. No additional work shall be performed or charges incurred unless and until FPFC approves in writing the Task Change Order and the increased cost thereof. Any work done in violation of this paragraph shall be at the sole expense of the Consultant. Additionally, FPFC reserves the right to modify the amount spent for identified work tasks within the scope of work, provided that the Contract Amount, as may be modified under Paragraph 3.3, is not exceeded.

6.1 The Consultant shall make all revisions and changes in the completed work under this Agreement as are necessary to correct the Consultant's, and those of its sub-consultants errors or omissions, without additional compensation from FPFC.

7. **Insurance.** Consultant, concurrently with the execution of this Agreement, shall provide FPFC with evidence that Consultant has obtained and is maintaining the insurance listed as follows:

7.1 Workers' Compensation Insurance as required by law.

7.2 Employers' Liability Insurance (bodily injuries) with a limit of One Hundred Thousand Dollars (\$100,000) per occurrence with an insurance company authorized to write such insurance in all states where

the Consultant will have employees located in the performance of its work covering its common law liability to such employees.

7.3 Comprehensive General Liability Insurance and Automobile Liability Insurance covering all owned and non-owned automobiles or vehicles used by or in behalf of Consultant with a One Million Dollar (\$1,000,000) combined single limit for bodily injury and/or property damage per occurrence and an annual aggregate limit of Two Million Dollars (\$2,000,000).

7.4 Professional Liability Insurance covering Errors and Omissions of the Consultant in the amount of not less than One Million Dollars (\$1,000,000) per claim.

7.5 Except with regard to the Professional Liability Insurance, each of the policies required herein **shall name FPFC as an additional insured**. Furthermore, each policy of insurance required herein shall (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended or canceled with respect to FPFC except upon thirty (30) days' prior written notice from the insurance company to FPFC; (iii) contain an express waiver of any right of subrogation by the insurance company against FPFC and its elected officials, employees, or agent; (iv) expressly provide that the insurance proceeds of any loss will be payable notwithstanding any act or negligence of Consultant which might otherwise result in a forfeiture of said insurance; and (v) in regard to physical property damage coverage, expressly provide that all proceeds shall be paid jointly to Consultant and FPFC.

7.6 With regard to the Professional Liability Insurance, the Consultant shall maintain the same in full force and effect during the term of this Agreement and for a period of one year thereafter.

7.7 The Consultant shall furnish FPFC with copies of Certificates of Insurance evidencing policies of insurance required herein. The Consultant shall maintain these policies as identified above for itself and its sub-consultants for the term of this Agreement and for a period of one year thereafter. FPFC's failure to request such certificates shall not relieve the Consultant of the obligation to provide them.

7.8 The Consultant shall maintain the insurance in effect at all times that it is performing work under this Agreement. Failure to obtain and/or maintain such insurance shall be grounds for FPFC to find the Consultant in default and terminate the Agreement

accordingly. Alternatively, FPFC may at its option purchase such insurance and deduct the reasonable expense therefore from payments made to or owing to the Consultant.

8. **Consultant Not an Agent or Employee of FPFC.** In performing work and services hereunder, the Consultant and Consultant's employees, agents, and representatives shall be acting as independent Consultants and shall not be deemed or construed to be partners, employees or agents of FPFC in any manner whatsoever. No employee of the Consultant shall be considered an employee of FPFC even while performing work required under this Agreement. Furthermore, the Consultant shall not hold itself out as, nor claim to be, an officer or employee of FPFC by reason hereof and will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of FPFC.

9. **Conflict of Interest.** Consultant covenants that it presently has no interest and shall not acquire an interest, directly or indirectly, which would conflict in any manner or degree with its performance under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by it or any of its Sub-consultants.

10. **Compliance With Applicable Law.** The Consultant shall comply with all FPFC's resolutions and all federal, state, and local laws, regulations and ordinances that are applicable to the work performed pursuant to this Agreement. Both parties mutually agree to re-negotiate scope, budget, and schedule should a change in any of the applicable FPFC's resolutions, federal, state or local laws, regulations or ordinances during the performance of the work affect the cost of performing the work. The Consultant shall register (and shall require the same of all Sub-consultants), as required by RCW 23B.15.010, to do business in the State of Washington and provide proof of the same to FPFC. By executing this Agreement, Consultant further certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. It further agrees by acceptance of this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, agreements, contracts, and subcontracts. Where the offeror/consultant or any lower tier participant is unable to certify to this statement it shall attach an explanation to this

Agreement. FPFC reserves the right to require Consultant to replace a sub-consultant or lower tier participant who cannot meet the foregoing certification requirement.

11. **Industrial Insurance Waiver.** Consultant expressly waives any claim of defense against FPFC as may be provided by the Industrial Insurance Act, RCW51.04.010 *et seq.* for any claim asserted by any person (or relative or estate thereof) for injury or death sustained during the course of the Contract Work.

**11.1 CONSULTANT AND FPFC EXPRESSLY AGREE THAT THIS SECTION 11 HAS BEEN READ AND REVIEWED AND HAS BEEN THE SUBJECT OF NEGOTIATION BETWEEN THE PARTIES, AND THAT CONSULTANT AGREES TO BE BOUND BY THE TERMS THEREOF.**

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**CONSULTANT'S INITIALS**

12. **Indemnity.** The Consultant shall defend, indemnify, and hold harmless FPFC, its officers, employees, and agents from any and all demands, claims, judgments, or liabilities arising from and to the extent caused by any negligent act or omission of Consultant or its directors, officers, agent or employees in execution of the work. Defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of the Consultant's actual liability obligation hereunder. At the conclusion of the matter, FPFC and the Consultant will reasonably apportion attorney fees and cost on the basis of respective fault as determined in the action. In the case of a settlement this issue of attorney fees will be reasonably determined as between the Consultant and FPFC prior to the settlement. Pursuant to Title 51 RCW, FPFC and the Consultant expressly waive any defense as between them arising from Title 51 RCW and state that this provision was mutually negotiated by the parties.

13. **Work Product Confidentiality.** Any reports, documents, questionnaires, records, information or data given to or prepared or assembled under this Agreement which FPFC requests to be kept confidential shall not be made available by the Consultant to any individual or organization without prior written approval of FPFC except as may be ordered by a court of competent jurisdiction. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

No reports, records, questionnaires, or software programs provided by FPFC or other documents produced in whole or in part by the Consultant under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

14. **Public Disclosure Request.** Correspondence, reports, and other written work product will be generated during the course of the relationship created by this Agreement, and third parties may request such information pursuant to the Washington State Public Disclosure Act (RCW 42.17.250 *et. seq.*). The parties agree that in the event that such a request is filed, the party with whom the request is filed will promptly notify all other parties to this Agreement. The parties further agree that they will not disclose any such requested material until at least ten (10) business days after providing notification to all other parties to this Agreement. The intent of this clause is to provide all parties the opportunity to seek injunctive relief pursuant to RCW 42.17.330 so as to protect the vital functions of those entities. This clause shall survive the termination or expiration of this Agreement.

15. **Plans, etc. Property of FPFC.** All work performed under this Agreement is work for hire. All deliverables, including but not limited to original plans, drawings and specifications, prepared by the Consultant and any and all Sub-consultants for FPFC and funded by FPFC are and shall remain the property of FPFC whether or not the Project for which they are made is executed. This shall not apply to proprietary software or documentation that may be provided to FPFC and that was developed independent of funding by FPFC. The Consultant assumes no liability for any use of the Drawings and Specifications other than that originally intended for this Project. Originals, including electronic forms of the data prepared by the Consultant and funded by FPFC, shall become the property of FPFC. No reports, records, questionnaires, software programs provided by FPFC or other documents produced in whole or in part by the Consultant under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant. The Consultant's work shall not infringe on any copyright, patent, trade secret, or other proprietary rights held by any third party.

16. **Electronic File Compatibility.** All electronically-transmitted output must be compatible with existing FPFC software, and shall be provided to FPFC in an appropriate electronic format. Consultants shall check with FPFC for software application, system compatibility

and preferred file type.

17. **Non-Discrimination.** In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, or being handicapped, a disadvantaged person, or a disabled or Vietnam era veteran or a member of any other protected class. The Consultant shall take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex, national origin, age, marital status, or being a handicapped or disadvantaged person or a disabled or Vietnam-era veteran or a member of any other protected class.

18. **Federal Restrictions on Lobbying.** Consultant certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

19. **Federal Debarment and Suspension.** The Consultant certifies, that neither it nor its "principals" (as defined in 49 CFR.29.105 (p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

20. **Subletting or Assigning of Agreement.** The Consultant shall not sublet or assign any of the work covered by this Agreement without the express written consent of FPFC.

21. **Notices.** All notices and payments hereunder may be delivered or mailed to the addresses listed above. If delivered by messenger, courier (including overnight air courier) or facsimile transmittal, they shall be deemed delivered when received at the street address or facsimile numbers listed above. All notices and payments mailed, whether sent by regular post or by certified or registered mail,

shall be deemed to have been given on the second business day following the date of mailing, if properly mailed to the mailing addresses provided above, and shall be conclusive evidence of the date of mailing. The parties may designate new or additional addresses for mail or delivery by providing notice to the other party as provided in this section. The address for delivery of notices and payments are as set forth in the introductory paragraph of this Agreement.

22. **Review of Title Documents.** Prior to the execution or recordation of any documents effecting title to any property, said document shall be reviewed by FPFC. Consultant shall not execute or record (or make to be executed or recorded) any such document prior to FPFC's review and approval.

23. **Jurisdiction.** This Agreement is made and delivered in the State of Washington and shall be construed and enforced in accordance with the laws thereof. Jurisdiction and venue of any dispute hereunder shall be solely in the Superior Court of the State of Washington in and for Skagit County. In the event of a dispute arising out of or under this Agreement, the substantially prevailing party shall be entitled to its reasonable attorney's fees and costs.

24. **Pollution.** FPFC acknowledges that the Consultant is not responsible for the creation or presence of contamination or pollution, if any, at the property except to the extent that such a discharge, release or escape is caused by the negligent act or failure to act of the Consultant. For the purpose of this clause, contamination conditions shall mean the actual or alleged existence, discharge, release or escape of any irritant, pollutant, contaminant, or hazardous substance into or upon the atmosphere, land, groundwater, or surface water of or near the property. The Consultant will promptly notify FPFC of contamination conditions, if identified.

Notwithstanding the foregoing, FPFC does not herein waive any cause of action for damages resulting from FPFC's reliance on any misrepresentation (made either knowingly or negligently) by the Contractor with regard to the presence of any contamination or pollution.

25. **Entire Agreement.** This is the entire agreement between the parties. There is no other oral or written understanding between the parties concerning this matter. The Consultant specifically understands that Design Core Team and no FPFC employees other than the Executive Director and Board of Commissioners are authorized to direct the work of the consultant.

**Signing Authority.** Anyone signing this Agreement by said signature certifies that he/she has the authority to execute said document on behalf of the Consultant and that his/her signature is binding upon the firm or corporation.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the later of the dates indicated below. By signing below, each signatory represents that he or she has authority on behalf of his or her respective party to enter into this agreement, which shall be binding upon the parties according to its terms.

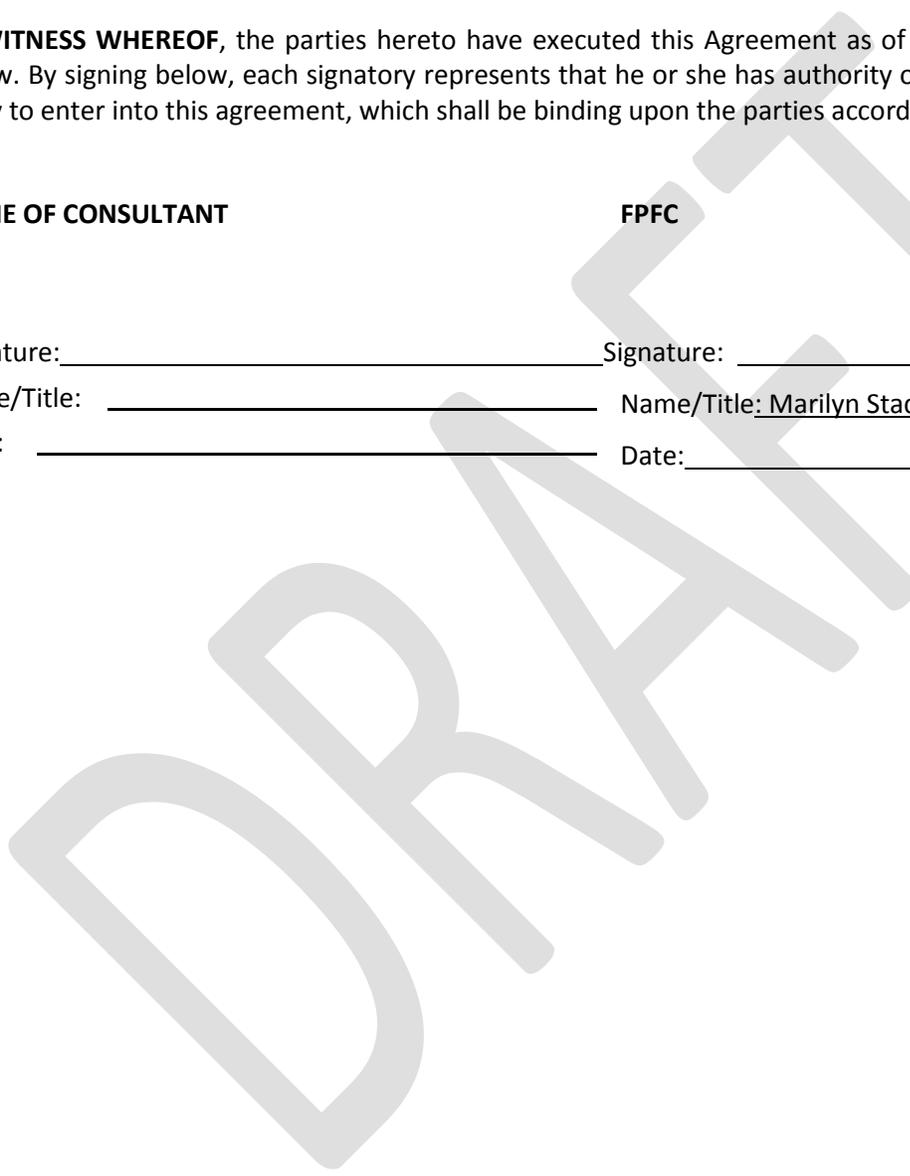
**NAME OF CONSULTANT**

**FPFC**

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_ Name/Title: Marilyn Stadler, Executive Director

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



# Exhibit A

## Work Tasks & Task Change Orders

Following is a brief description of the work tasks determined by the Fidalgo Pool & Fitness Center Long Range Planning Committee. A timeline to complete the tasks and fee structure, agreed upon by the Committee and the Consultant, is outlined in Exhibit B:

### Start Process

#### **1: Review scope of work**

We (the Long Range Planning Committee and the Consultant) will review the proposed scope of work including tasks, schedules, budgets, products, and other particulars with the Fidalgo Pool & Fitness Center District's Long Range Planning Committee and Commissioners during a workshop review session. We will review and validate the program of work - and identify any special issues, questions, problems, or opportunities to be resolved during the course of work.

### Determine Facility Requirements

#### **2: Review current and past survey results, workshop comments and other public input on facility needs**

All documents supporting the design of a master plan and financing strategy for the future of Fidalgo Pool and Fitness Center will be shared with the Consultant. This information shall support the renovation and upgrade of its current facility and potentially new construction to provide additional programs to the community. Other information that will be supplied to the Consultant as needed include:

- **mission** - including the type of programs and aquatic and fitness facilities the organization sponsors or uses,
- **membership** - including the history, participants, patrons, fees or funds available to support the organization's programs and facilities,
- **facility requirements** - including the size, features, frequency of use, and other particulars of facilities the organization presently use - and the pool and fitness particulars the organization would like to have incorporated into a long-range master plan for the Fidalgo facility, and
- **revenue/project prospects** - including present user fees, rents, and other financial particulars the organization presently pays - and would like to pay to use the Fidalgo facility.

#### **3: Initial Design and Financial Assessment**

We will compile the potential wants and needs for Fidalgo Pool & Fitness Center, determined by the results of the surveys, workshops and other public input, into worksheets projecting potential use, revenue, and other particulars of each. We may also check into other organizations that have similar services to that presently provided at FPFC or possibly be provided in a long-range master plan for the Fidalgo facility.

The Consultant will also organize the survey and workshop results into a series of schematic worksheets and drawings illustrating the ideal features in a long-range master plan for the Fidalgo facility without consideration of what limitations may be implicated by the site, building, or cost constraints. The schematics shall demonstrate facility renovation, upgrades and new construction needs to be designed in phases that align with program priorities and funding. These idealized facility requirement sheets and diagrams will become the benchmark by which we organize and evaluate alternative building schemes for the Fidalgo facility.

#### **4: Meetings on Initial Master Plan & Financial Assessment**

We will have meetings to discuss and pinpoint our best strategy for adjustments on the initial series of schematic worksheets and drawings. Once our best initial series has been completed, we will present it to the Long Range Planning Committee and Board of Commissioners for approval. Improvements will be prepared for workshop presentation to and engagement of the public. The workshops may be conducted for specific user group types such as:

- **Pool & fitness center staff** – managers, operations and maintenance staff, cashiers, instructors, and volunteers,
- **Aquatic groups** – exercise and aerobic class participants, swimming and lifeguard training groups, preschool and family swim patrons, the Thunderbird Aquatic Club, and kayak and scuba diving users,
- **Fitness groups** – aerobic , yoga, pilates, senior fitness, martial arts training, and other similar groups
- **Community groups** – Friends of Fidalgo Pool & Fitness Center, service clubs, churches and the general public
- **Businesses, City Council, Chamber of Commerce** – including Port of Anacortes Commission, Mayor and other business leaders in the community.

The workshop participants will be able to help strategizing approaches where the participants develop criteria lists of the features they suggest be considered in a long-range master plan for the Fidalgo facility along with size, features, schedules, costs, and other particulars.

## Assess Site and Facility Conditions

### **5: Assess site conditions and capabilities**

We will assemble background information and evaluate the following site and facility conditions for the Fidalgo pool and fitness center site - and adjacent properties including the Senior Center, church, and residential properties on 22nd Street and H and J Avenues:

- **environmental limitations** - including any environmental sensitive area limitations due to soil, slope, drainage, vegetation, fish and wildlife habitat, or other natural feature,
- **zoning and building allowances** - including city zoning, land use, development, and design requirements - and any traffic, parking, utility, storm water drainage, or other potential SEPA issue,
- **functional capabilities** - including the ability to develop the current or an expanded site and building in accordance with preliminary Fidalgo facility program requirements and opportunities,
- **strategic opportunities** - possible due to co-location or joint venture development prospects with the Senior Center, church, or adjacent residential properties or facilities for parking or other improvements, and
- **neighborhood compatibility** - including the impact on and from adjacent residential land uses due to activities, traffic, noise, and/or aesthetic characteristics.

### **6: Review assessments with city officials**

We will review the results of the site and building assessments with Anacortes city staff and other parties appropriate at a workshop session. The officials will review our assessments and resolve any zoning, utility, parking, or building issues that could potentially affect long-range development opportunities for the Fidalgo facility.

### **7: Review assessments with the Long Range Planning Committee & the Board of Commissioners**

We will review the results of the site assessments and city official workshop with the Fidalgo Pool & Fitness Center District Board of Commissioners and the Long Range Planning Committee, which includes the Core Design Team at a workshop session. Commissioners will review all assessment implications and select a preferred site scenario(s) for further plan development.

## Create Alternative Scenarios and Select Best Concept

### **8: Create alternative design scenarios**

We will develop alternative design scenarios that are appropriate to the results of the charrette sessions including options that may utilize the Fidalgo facility building and site as is, and/or reorganize the building and site, and/or incorporate portions of the Senior Center, church, or adjacent residential sites. Each alternative facility plan will include:

- **property plans** - including boundaries of any proposed purchases or shared development sites,
- **diagrammatic space schematics** - or block diagrams showing internal pool and fitness center activity spaces, locations, sizes and relationships with other indoor building or special purpose outdoor spaces,
- **building envelope studies** - including layouts for existing and proposed new facility space depicting typical floor plans, elevations, and sections,
- **site plans** - including improvements for building access, parking and loading, landscape, and amenity spaces,
- **infrastructure requirements** - including the location of existing and proposed sewer, water, power, and other services, and
- **illustrative drawings** - including example orthographic and other birds eye views portraying the ultimate developed appearance of the Fidalgo facility and adjacent properties for public review purposes.

The alternative plans will provide for all Fidalgo facility needs, and may include administrative offices, public lobby and counter, lockers and showers, swim and therapy pools, leisure pools and play areas, exercise and conditioning rooms, training and classrooms, maintenance equipment and storage areas, and other needs that become available during workshop sessions.

### **9: Review alternative concepts with the Long Range Planning Committee and Board of Commissioners**

We will review and critique the alternative development plans with the Fidalgo Pool & Fitness Center District Board of Commissioners at a workshop session. The Committee and Board of Commissioners will screen the alternatives and provide instructions for a narrowing or refinement of plan options.

### **10: Review alternative scenarios with public (DO WE NEED THIS STEP OR DO WE SELECT PREFERRED CONCEPT?)**

The Commissioners will host, and we will help organize and conduct a public forum or open house with user groups, city representatives, adjacent property owners, and other members of the public.

We will display the alternative development scenarios on the meeting room walls where forum participants may review the contents. We will circulate throughout the meeting room during the introductory phase of the meeting to answer questions and record specific comments, criticisms, or suggestions.

During the formal portion of the meeting, we will help the Long Range Planning Committee and Board of Commissioners present the alternatives, costs/benefits, and other considerations to the forum participants for review and discussion.

**11: Select preferred concept**

We will review the results of the public meeting with the Fidalgo Pool & Fitness Center District Board of Commissioners and the Long Range Planning Committee at a workshop session. Commissioner will review all final comments and select a preferred development concept for further consideration.

**Develop Financial Strategy for Preferred Plan**

**12: Develop Present Value Life Cycle Cost (PCLCC)/financing strategy for preferred plan**

**Development and life-cycle costs** - we will develop detailed estimates of all direct and indirect development and life-cycle cost variables for the proposed Fidalgo long-range pool and fitness center master plan including:

- land values including the results of any additional purchases or leases,
- site improvements,
- building remodeling and constructions,
- furnishings including built-in equipment and furniture,
- design, engineering and construction administration or management fees and contingencies,
- permit and approval fees and taxes including any title search, insurance or legal fees.
- financing including interest charges and returns,
- annual operating expenses, maintenance, and management budgets,
- project time schedules from start to occupancy,
- any estimated builder or developer fees, profits or incomes appropriate, and
- short and long term economic building life (residual value) and depreciation schedules.

**Funding sources** - we will develop and analyze cumulative and present value life cycle cost (PVLCC) totals and annual cash flow requirements necessary to cover all occupancy costs including operating, maintenance and repair, management, and other incidentals. We will also analyze the cash flow impacts of potential funding sources including:

- income from user fees and facility rentals,
- grants from user groups and/or public sources,
- fund raising or pledge campaigns,
- private capital combinations including lease to own options by private developers or non-profit entities, and
- property levy and/or bond referendums for development and operation.

**13: Review PVLCC/financing strategies with Long Range Planning Committee and the Commissioners**

We review the PVLCC analysis and financing strategies with Long Range Planning at a workshop session. We will compare and evaluate financial alternatives including options that may vary:

- user fees or facility rents,
- pledge or grant program assumptions,
- private lease to own prospects,
- building life and development phasing, and
- property levy or obligation bond amounts and terms.

**14: Select preferred PVLCC/financing strategy**

The Long Range Planning Committee and the Commissioners will review and verify all financial assumptions including phasing sequences, building life, development and capital costs, depreciation schedules, residual values, operating costs, and like variables with the Consultant. The Committee members and Commissioners will consider the preferred short and long-term justifications and select financing strategy and what will be the next steps in the master plan process.



**TASK CHANGE ORDER FORM**  
**Master Plan & Financing Strategy**

This Task Order Change Form is issued pursuant to the Agreement for Professional Services # - -dated xx/xx/xx between the Fidalgo Pool and Fitness Center District, 1603 22nd Street Anacortes Washington, 98221 and (Consultant Name, Address, City, State, ZIP. Unless otherwise specified below, the performance of services hereunder and the payment therefore shall be subject to the terms and conditions of said Agreement.

Scope of Work:

Deliverables:

Schedule:

Fee Basis:

Services to be billed on a [Time and Materials Basis] [Fixed Fee Basis], not to exceed \$X,XXX as summarized below, and per the attached cost breakdown.

Task	Not-To-Exceed Dollar Amount
1.0	\$
2.0	\$
3.0	\$
Reimbursable Expenditures	\$
<b>TOTAL</b>	<b>\$</b>

CONSULTANT

FPFC

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_

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

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