



KEY PENINSULA METROPOLITAN PARK DISTRICT
D.b.a. KEY PEN PARKS

Board Meeting

(Meetings may be videotaped or recorded)

AGENDA

April 11, 2022

7:30 PM – Regular Meeting

<https://us06web.zoom.us/j/89930508313?pwd=UDA5b2prTTZhaW9TWcTjXSEY4Y2dodz09>

Meeting ID: 899 3050 8313

Passcode: 835614

Dial in (253) 215 8782

Members of the Board of Park Commissioners

Mark Michel, President

Linda Parry, Vice President

Kip Clinton, Clerk

Shawn Jensen, Member-at-Large

Ed Robison, Member-at-Large

Regular Meeting – 7:30 PM

1. Call to Order

2. Roll Call

	Present	Excused	Comment
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Position 1 - Linda Parry			
Position 2 - Shawn Jensen			
Position 3 - Mark Michel			
Position 4 – Ed Robison			
Position 5 – Kip Clinton			

3. Pledge of Allegiance

4. Approval of Agenda

5. Special Presentations (none)

6. Public Comments: *Limited to 3 minutes per issue per person. Speaker will state name and their address. If providing handouts, need to provide 10 copies for Commissioners and Staff.*

PUBLIC PARTICIPATION IN BOARD MEETINGS – Anyone may address any resolution for final consideration the agenda. Public comment on any other items on the agenda shall be at the discretion of the President. To ensure equal opportunity for the public to comment, the President may impose a time limit on each speaker. Questions must be directed to the President.

Under no circumstance shall any person be allowed to address the board on matters in which the District or a District official is a litigant. Speakers are requested to address the board with decorum.

7. Approval of the Minutes

- a. Regular Meeting of March 14, 2022 (forthcoming)

8. Financial Report

- a. March 2022 Financial Report

9. Executive Director's Report

10. Board Committee and Advisory Council Reports

- a. Land and Improvements Committee
- b. Key Peninsula Park and Recreation Foundation Report
- c. Trail Update

11. Board President's Report

12. Unfinished Business

- a. Partner Reports – Key Peninsula Historical Society
- b. Approval of Partner Contract for Key Peninsula Historical Society
- c. Approval of Documents for Key Pen Parks LOCAL Program Refinancing Including Resolution No. R 2022-01 Authorization for the Acquisition of Real Property and Execution of a Financing Contract, Site Lease and Related Documentation Related to the Acquisition of said Real Property and Resolution No. R 2022-02 Reimbursement Resolution

13. New Business

- a. Report from WA Department of Natural Resources (DNR) on Timber Harvest at Key Central Forest
- b. Approval of 2021 Annual Financial Report for Submittal to WA State Auditor's Office

14. Other minor matters

15. Good of Order/Comments by Board Members

16. Next Regular Meeting May 9, 2022

17. Adjournment



Meeting: April 11, 2022

Item # 7a

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Date: April 11, 2022

Subject: Approval of Minutes

Background

This is a routine item and includes the meeting minutes from the Regular Meeting on March 14, 2022.

Recommended Action: Approve meeting minutes.

Attachment 1: Minutes from the Regular Meeting on March 14, 2022 (forthcoming)



Meeting: April 11, 2022

Item # 8a

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Via: Laura Armstrong, Fiscal Specialist

Date: April 11, 2022

Subject: Approval of Finances

Background

This report includes a summary of the financial information from March 2022 for Board approval.

March 2022 Financial Report

Total expenditures \$71,091.28

• Accounts Payable	\$30,498.81	Check # 2023 - 2054
• <u>Payroll/Benefits</u>	\$40,467.52	EFT's
• <u>Pierce County Claim</u>	\$0.00	EFT's
• <u>Petty Cash</u>	\$6.80	Cash
• <u>Bank service fees</u>	\$118.15	EFT's

Total Revenue \$122,922.35

• Other Revenues	\$7,016.29
• Zoo Trek	\$20,534.92
• Property Tax	\$95,001.67
• Investment	\$366.72
• Leasehold Excise	\$2.75
• Timber Excise Tax	\$0
• Sale of Tax Title Property	\$0

TREASURER'S REPORT

Fund Totals

Key Peninsula Metro Parks District

03/01/2022 To: 03/31/2022

Time: 13:36:02 Date: 04/05/2022

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Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 General Fund	4,278,120.15	122,922.35	71,091.28	4,329,951.22	2,058.19	0.00	0.00	4,332,009.41
	4,278,120.15	122,922.35	71,091.28	<u>4,329,951.22</u>	2,058.19	0.00	0.00	4,332,009.41

TREASURER'S REPORT

Account Totals

Key Peninsula Metro Parks District

03/01/2022 To: 03/31/2022

Time: 13:36:02 Date: 04/05/2022

Page: 2

Cash Accounts		Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1	First Citizens Checking	6,643.07	7,016.29	11,678.60	1,980.76	0.00	0.00	1,980.76
2	First Citizens Payroll	30,281.07	37,873.30	40,471.52	27,682.85	0.00	0.00	27,682.85
3	Pierce County	4,162,255.30	127,470.51	56,318.45	4,233,407.36	0.00	0.00	4,233,407.36
4	Petty Cash	173.08	0.00	6.80	166.28	0.00	0.00	166.28
5	First Citizens AP	78,767.63	18,445.15	30,498.81	66,713.97	0.00	2,058.19	68,772.16
Total Cash:		4,278,120.15	190,805.25	138,974.18	4,329,951.22	0.00	2,058.19	4,332,009.41
		4,278,120.15	190,805.25	138,974.18	4,329,951.22	0.00	2,058.19	4,332,009.41

TREASURER'S REPORT

Outstanding Vouchers

Key Peninsula Metro Parks District

As Of: 03/31/2022 Date: 04/05/2022
Time: 13:36:02 Page: 3

Year	Trans#	Date	Type	Acct#	War#	Vendor	Amount	Memo
2022	116	02/09/2022	Claims	5	2008	Veronica L Grandt	39.20	Mileage for January 2022
2022	195	03/03/2022	Claims	5	2028	Veronica L Grandt	25.16	Mileage reimbursment for Grandt, Veronica Feb 2022
2022	232	03/11/2022	Claims	5	2042	Pierce County Finance	316.34	2022 Parcel tax
2022	266	03/24/2022	Claims	5	2045	Astound	170.92	Volunteer Park Wifi Internet and Office phone
2022	267	03/24/2022	Claims	5	2046	CHS Northwest	591.47	Propane Gas bulk for Taylor Bay Caretaker house
2022	268	03/24/2022	Claims	5	2047	Canon Financial Services, INX	121.11	Contract charge for rental of imageRUNNER C5535I II and Canon fax board
2022	269	03/24/2022	Claims	5	2048	Copiers Northwest	55.47	Cannon IRC5535I III printer usage charge
2022	270	03/24/2022	Claims	5	2049	Gallucci's Catering	666.02	Catering Service - 50% deposit due for Mom and Me Tea event
2022	275	03/25/2022	Claims	5	2054	DMP, INC	72.50	Professional Land Surveyor, CAD files regarding survey work.
							2,058.19	

Fund	Claims	Payroll	Total
001 General Fund	2,058.19	0.00	2,058.19
	2,058.19	0.00	2,058.19

TREASURER'S REPORT

Signature Page

Key Peninsula Metro Parks District

03/01/2022 To: 03/31/2022

Time: 13:36:02 Date: 04/05/2022

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We the undersigned officer for the Key Peninsula Metropolitan Park District, have reviewed the foregoing report and acknowledge that to the best of our knowledge this report is accurate and true:

Signed: _____ Signed: _____
Commissioner / Date Fiscal Specialist / Date

RECEIPT REGISTER

Key Peninsula Metro Parks District

Time: 13:39:44 Date: 04/05/2022

03/01/2022 To: 03/31/2022

Page: 1

Trans	Date	Type	Rec #	CR #	Acct#	Claimant	Amount	Memo
178	03/01/2022	Tr Rec	1575	1268	1	The Snack Shack	591.36	Rent, electric and leasehold tax for March 2022
200	03/03/2022	Tr Rec	1576	1269	1	Angle Guild Thrift Shop	1,250.00	Grant awarded for Mom and Me tea event.
201	03/03/2022	Tr Rec	1577	1270	1	Tracey L Perkosky	1,300.30	Rent, electric, and leasehold tax Gateway House for March 2022
202	03/01/2022	Tr Rec	1578	1271	1	General Customer	61.80	Vendor space for Makers market event. (Mills)
203	03/22/2022	Tr Rec	1579	1272	1	General Customer	185.40	Rental of Full pavilion at Gateway Park on 6-26-2022 from 12-4pm for (Hess)
204	03/02/2022	Tr Rec	1580	1273	1	General Customer	20.60	Mom and me tea event for (Stromberg)
205	03/03/2022	Tr Rec	1581	1274	1	General Customer	20.60	Mom and me tea event for (Blakely)
216	03/10/2022	Tr Rec	1586	1275	1	General Customer	75.00	Rental of Gateway Pavilion on 3-19-2022 from 1-3 for (Smith,A)
217	03/10/2022	Tr Rec	1587	1276	1	General Customer	75.00	Rental of Gateway Pavilion on 3-13-2022 from 12-2 for (LaFuente)
218	03/10/2022	Tr Rec	1588	1277	1	US Bank	375.49	US Bank NASPO contract payment for 4th Q 2021
219	03/10/2022	Tr Rec	1589	1278	1	Key Pen Little League	500.00	Deposit from Key Peninsula Little League for 2022 Field use contract.
235	03/11/2022	Tr Rec	1590	1279	1	General Customer	20.60	Mom and Me Tea event (Kocher)
236	03/11/2022	Tr Rec	1591	1280	1	General Customer	25.75	Mom and Me Tea event (Banks)
237	03/11/2022	Tr Rec	1592	1281	1	General Customer	20.60	Mom and Me Tea event (Ellis)
249	03/23/2022	Tr Rec	1593	1282	1	General Customer	139.05	Full rental of Gateway Park Pavilion on 5-14-2022 from 11:30 to 3:30pm for (Barnes)
250	03/23/2022	Tr Rec	1594	1283	1	General Customer	46.35	Rental of Gateway Park Pavilion on 3-12-2022 from 11:00 to 1:00pm for (Scarpell)
251	03/23/2022	Tr Rec	1595	1284	1	General Customer	77.25	Rental of Gateway Park Pavilion on 5-8-2022 from 1:00 to 5:00pm for (Brudererl)
252	03/16/2022	Tr Rec	1596	1285	1	General Customer	61.80	Rental of Gateway Park Pavilion on 4-30-2022 from 1:00 to 4:00pm for (Bull) Partial
253	03/16/2022	Tr Rec	1597	1286	1	General Customer	25.75	Rental of Gateway Park Pavilion on 4-30-2022 from 1:00 to 4:00pm for (Bull) Balance due
254	03/17/2022	Tr Rec	1598	1287	1	General Customer	66.95	Rental of Volunteer Park picnic shelter on 3-27-2022 from 12:00 to 4:00pm for (Morrison)
255	03/17/2022	Tr Rec	1599	1288	1	General Customer	108.15	Full rental of Gateway Park pavilion on 4-9-2022 from 1:00 - 4:00pm for (Burns)
256	03/18/2022	Tr Rec	1600	1289	1	General Customer	61.80	Rental of Gateway Park pavilion on 3-26-2022 from 1:00 - 3:00pm for (Figueras)
257	03/19/2022	Tr Rec	1601	1290	1	General Customer	20.60	Mom and me tea event for (Kirschner)

RECEIPT REGISTER

Key Peninsula Metro Parks District

Time: 13:39:44 Date: 04/05/2022

03/01/2022 To: 03/31/2022

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Trans	Date	Type	Rec #	CR #	Acct#	Claimant	Amount	Memo
258	03/21/2022	Tr Rec	1602	1291	1	General Customer	144.20	Full rental of Gateway Park pavilion on 3-27-2022 from 12:00 - 3:00pm for (Schrelber)
259	03/21/2022	Tr Rec	1603	1292	1	General Customer	144.20	Full rental of Gateway Park pavilion on 6-12-2022 from 1:30 - 4:30pm for (Albright)
260	03/21/2022	Tr Rec	1604	1293	1	General Customer	61.80	Makers market vendor fee for (Petersonn)
261	03/21/2022	Tr Rec	1605	1294	1	General Customer	20.60	Mom and Me tea event (Mathis)
262	03/21/2022	Tr Rec	1606	1295	1	General Customer	46.35	Rental of Gateway Park pavilion on 4-16-2022 from 11:00 to 1:00pm for (Simpson)
263	03/21/2022	Tr Rec	1607	1296	1	General Customer	41.20	Mom and Me tea event (Wyman)
264	03/21/2022	Tr Rec	1608	1297	1	General Customer	20.60	Mom and Me tea event (Woodruff)
280	03/30/2022	Tr Rec	1609	1298	1	General Customer	35.00	Rental of Volunteer Park shelter for 4-9-2022 from 1-3pm for (Perry)
281	03/30/2022	Tr Rec	1610	1299	1	Eventbrite	555.00	Payment from Eventbrite for participants at Spring Fun 5K event.
282	03/30/2022	Tr Rec	1611	1300	1	General Customer	60.00	Vendor for Markers Market event. (Angus)
288	03/01/2022	Tr Rec	1612	1301	1	General Customer	20.60	Mom and Me tea event for (Ross)
289	03/01/2022	Tr Rec	1613	1302	1	General Customer	77.25	Full rental of Gateway Park Pavilion on 3-12-2022 from 1-3pm for (Purjue)
290	03/01/2022	Tr Rec	1614	1303	1	General Customer	185.40	Full rental of Gateway Park Pavilion on 6-11-2022 from 3-7pm for (Byrd)
291	03/22/2022	Tr Rec	1615	1304	1	General Customer	41.20	Mom and Me tea event for (Acfalle)
292	03/01/2022	Tr Rec	1616	1305	1	General Customer	61.89	Makers Market Vendor fee for (Patterson)
293	03/23/2022	Tr Rec	1617	1306	1	General Customer	20.60	Mom and Me Tea event for (Rasmussen)
294	03/24/2022	Tr Rec	1618	1307	1	General Customer	87.55	1/2 rental of Gateway Park Pavilion on 4-16-2022 from 2-5pm for (Mcnerney)
295	03/24/2022	Tr Rec	1619	1308	1	General Customer	20.60	Mom and Me tea event for (Lane)
296	03/24/2022	Tr Rec	1620	1309	1	General Customer	36.05	Mom and Me tea event for (Thompson)
297	03/25/2022	Tr Rec	1621	1310	1	General Customer	61.80	Makers Market vendor fee for (Rosendahl)
298	03/28/2022	Tr Rec	1622	1311	1	General Customer	144.20	Full rental of Gateway Park pavilion on 7-2-2022 from 12-3pm for (Vincent)
310	03/31/2022	Tr Rec	1623		3	Pierce County Budget and Finan	95,001.67	Property tax of \$90,841.01 and delinquent tax of \$4,160.66
311	03/31/2022	Tr Rec	1624		3	Pierce County Budget and Finan	366.72	Investment Interest.
317	03/31/2022	Tr Rec	1630		3	Pierce County Budget and Finan	20,534.92	Zoo Trek
318	03/31/2022	Tr Rec	1631		3	Pierce County Budget and Finan	2.75	Leasehold Excise Tax

March 2022 Expenditures AP Account

Key Peninsula Metro Parks District

Time:

14:37:01 Date: 04/04/2022

03/01/2022 To: 03/31/2022

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Voucher Claimant	Trans	Date	Type	Acct #	Amount	Memo
220301001 Akramoff, LLC	190	03/03/2022	Claims	5	450.00	Coaching services for manager transition support in Feb 2022
220301002 Copiers Northwest	191	03/03/2022	Claims	5	40.69	Volunteer Park printer usage
220301003 EPIC Business Essentials	192	03/03/2022	Claims	5	115.80	Scotch thermal laminator pouches X's 6
220301004 Express Septic Service	193	03/03/2022	Claims	5	1,650.78	Septic pumping for Volunteer Park, Maple Hallow, and Home Park
220301005 Gleason Timothy J	194	03/03/2022	Claims	5	33.34	Mileage reimbursment for Feb 2022 for Gleason, Timothy Jacob
220301006 Grandt Veronica L	195	03/03/2022	Claims	5	25.16	Mileage reimbursment for Grandt, Veronica Feb 2022
220301007 Hemley's Handy Kans	196	03/03/2022	Claims	5	155.00	Portable toliet rental for 360 Trails and Key Central Forest
220301008 Peninsula Light Company	197	03/03/2022	Claims	5	421.99	Electric bill for Gateway Park and Gateway House
220301009 Perkosky Tracey L	198	03/03/2022	Claims	5	157.95	Staff mileage reimbursment for Feb. 2022 Perkosky, Tracey
220301010 Waste Xpress	199	03/03/2022	Claims	5	2,489.97	Removal of hazardous waste containers from Gateway Park Shop
220305001 PEBB Health Insurance	215	03/10/2022	Payroll	5	7,377.00	
220306001 CenturyLink	224	03/11/2022	Claims	5	107.83	Internet service for Gateway Park
220306002 D.M. Recycling Co	225	03/11/2022	Claims	5	187.00	Gateway Park recycling services
220306003 Finance Department	226	03/11/2022	Claims	5	1,300.00	Annual Administrative Fee- In Liew of Rent for 2022 and Under charged 200.00 for 2019 and 2020
220306004 Glen Cove Repair LLC	227	03/11/2022	Claims	5	408.13	2015 Chevy silverado HD, Oil change, Install of snow plow mounting kit
220306005 Madrona Law Group PLLC	228	03/11/2022	Claims	5	2,883.00	Professional services for water line easement, roles and responsibilites training and ethic training.
220306006 Murreys Disposal Company	229	03/11/2022	Claims	5	558.50	Garbage services for Gateway Park and Volunteer Park
220306007 PCRCD, LLC	230	03/11/2022	Claims	5	125.69	Gateway park barn cleanout, trash taken to dump
220306008 Peninsula Light Company	231	03/11/2022	Claims	5	1,189.28	Electric bill for Volunteer Park, Home Park and Taylor Bay Care taker home
220306009 Pierce County Finance	232	03/11/2022	Claims	5	316.34	2022 Parcel tax
220306010 US Bank	233	03/11/2022	Claims	5	7,437.52	U.S. Bank March 2022 Statement
220306011 Verizon Wireless	234	03/11/2022	Claims	5	434.17	Cellphones for all employees
220308001 Astound	266	03/24/2022	Claims	5	170.92	Volunteer Park Wifi Internet and Office phone
220308002 CHS Northwest	267	03/24/2022	Claims	5	591.47	Propane Gas bulk for Taylor Bay Caretaker house
220308003 Canon Financial Services, INX	268	03/24/2022	Claims	5	121.11	Contract charge for rental of imageRUNNER C5535I II and Canon fax board
220308004 Copiers Northwest	269	03/24/2022	Claims	5	55.47	Cannon IRC5535I III printer usage charge
220308005 Gallucci's Catering	270	03/24/2022	Claims	5	666.02	Catering Service - 50% deposit due for Mom and Me Tea event
220308006 Peninsula Light Company	271	03/24/2022	Claims	5	389.70	Electric bill for Gateway Park, Gateway Home and Shop, WSDOT light and restrooms.
220308007 State Auditors	272	03/24/2022	Claims	5	232.20	02/22 Accountability audit for audit period 2018 - 2020
220308008 Vannausdle Edward G	273	03/24/2022	Claims	5	205.21	Per Diem expense statement for Vannausdle, Eddie for cpsi training in kirkland, wa 3-11-22

March 2022 Expenditures AP Account

Key Peninsula Metro Parks District

Time:

14:37:01 Date: 04/04/2022

03/01/2022 To: 03/31/2022

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Voucher Claimant	Trans	Date	Type	Acct #	Amount	Memo
220308009 WA water service company	274	03/24/2022	Claims	5	129.07	Gateway Park water usage
220309001 DMP, INC	275	03/25/2022	Claims	5	72.50	Professional Land Surveyor, CAD files regarding survey work.
Total Checks:					30,498.81	

March 2022 Expenditures Payroll Account

Key Peninsula Metro Parks District

Time:

14:38:51 Date: 04/04/2022

03/01/2022 To: 03/31/2022

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Voucher Claimant	Trans	Date	Type	Acct #	Amount	Memo
EFT EFTPS	208	03/04/2022	Payroll	2	3,949.41	
EFT WA State Department of Retiremen	209	03/04/2022	Payroll	2	5,297.20	
EFT United Concordia	210	03/04/2022	Payroll	2	441.40	
EFT Employee Paycheck	180	03/10/2022	Payroll	2	1,673.15	
EFT Employee Paycheck	181	03/10/2022	Payroll	2	1,259.02	
EFT Employee Paycheck	182	03/10/2022	Payroll	2	643.17	
EFT Employee Paycheck	183	03/10/2022	Payroll	2	1,092.60	
EFT Employee Paycheck	184	03/10/2022	Payroll	2	1,128.38	
EFT Employee Paycheck	185	03/10/2022	Payroll	2	119.69	
EFT Employee Paycheck	186	03/10/2022	Payroll	2	2,530.99	
EFT Employee Paycheck	187	03/10/2022	Payroll	2	1,014.18	
EFT Employee Paycheck	188	03/10/2022	Payroll	2	1,875.32	
EFT Employee Paycheck	189	03/10/2022	Payroll	2	530.64	
EFT EFTPS	265	03/24/2022	Payroll	2	4,806.56	
EFT Employee Paycheck	240	03/25/2022	Payroll	2	2,181.83	
EFT Employee Paycheck	241	03/25/2022	Payroll	2	1,616.58	
EFT Employee Paycheck	242	03/25/2022	Payroll	2	773.02	
EFT Employee Paycheck	243	03/25/2022	Payroll	2	1,401.42	
EFT Employee Paycheck	244	03/25/2022	Payroll	2	1,515.73	
EFT Employee Paycheck	245	03/25/2022	Payroll	2	2,685.13	
EFT Employee Paycheck	246	03/25/2022	Payroll	2	1,319.90	
EFT Employee Paycheck	247	03/25/2022	Payroll	2	1,980.17	
EFT Employee Paycheck	248	03/25/2022	Payroll	2	632.03	
Total Checks:					40,467.52	

BANK RECONCILIATION

Key Peninsula Metro Parks District

Time: 13:50:59 Date: 04/05/2022

03/01/2022 To: 03/31/2022

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4 Petty Cash

Date	Balance Forward	173.08
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Total Credits:	0.00
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Year	Trans#	Date	Type	Chk#	Vendor	
2022	238	03/11/2022	Claims		Petty Cash	5.35
2022	239	03/11/2022	Claims		Petty Cash	1.45

Total Debits:	6.80
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Reconciled Bank Balance:	166.28
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Outstanding Credits:	
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Outstanding Debits:	
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Reconciled Book Balance:	166.28
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TRANSACTION JOURNAL

Key Peninsula Metro Parks District

03/01/2022 To: 03/31/2022

Time: 08:50:49 Date: 04/05/2022

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Trans	Date	Redeemed	Acct #	Chk #	Type	Receipt # InterFund #	Vendor	Amount	Memo
278	03/30/2022	03/31/2022	2		Ser Chge		First Citizens	4.00	ACH Bank service fees
	576 80 49 003	Banking Fees		001	General Fund			4.00	ACH Bank service fees
279	03/30/2022	03/31/2022	1		Ser Chge		Merch Bankcard service	39.15	Credit card processing fees
	576 80 49 003	Banking Fees		001	General Fund			39.15	Credit card processing fees
287	03/31/2022	03/31/2022	1		Ser Chge		First Citizens	75.00	Bank service fees
	576 80 49 003	Banking Fees		001	General Fund			75.00	Bank service fees
Records Printed: 3									
Adjustments:								0.00	
Beginning Balance:								0.00	
Revenues:								0.00	
Warrant Expenditures:								0.00	
Non Warrant Expenditures:								118.15	
Interfund Transfers:								0.00	
Redemptions:								0.00	
Deposits:								0.00	
Withdrawals:								0.00	
Stop Payments:								0.00	

Fund	Adjustments	Beg Bal	Revenues	War Exp	N War Exp	IT In	IT Out	Stop Pmts
001 General Fund	0.00	0.00	0.00	0.00	118.15	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	118.15	0.00	0.00	0.00

2022 FUND TOTALS

Key Peninsula Metro Parks District

Time: 14:25:22 Date: 04/05/2022

January To March

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[illegible]

2022 CASH FLOW - YEAR TO DATE															
Key Peninsula Metro Parks District													Time: 08:45:52 Date: 04/07/2022		
													Page: 1		
001 General Fund	January	February	March	April	May	June	July	August	September	October	November	December	Total	Budgeted Amt	
311 10 00 000 Taxes, Real & Personal Pro	5,240.30	32,886.27	95,001.67	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	133,128.24	1,461,536.00	9%
313 17 00 000 Taxes, Zoo Trek Excise Tax	22,379.30	24,652.65	20,534.92	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	67,566.87	185,000.00	37%
317 20 00 000 Taxes, Leasehold Excise Ta	0.00	62.69	2.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	65.44	1,000.00	7%
317 40 00 000 Taxes, Forest Excise Tax	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,500.00	0%
330 310 Taxes	27,619.60	57,601.61	115,539.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200,760.55	1,650,036.00	12%
334 02 70 000 Recreation Conservation C	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00	0%
330 Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50,000.00	0%
347 60 00 003 Proqram Fees, Proqrms	0.00	525.00	1,195.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,720.09	2,000.00	86%
340 Park Fees	0.00	525.00	1,195.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,720.09	2,000.00	86%
361 11 00 000 Investment Interest	147.53	158.01	366.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	672.26	2,000.00	34%
362 40 00 003 S&F Rentals, Camping Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	250.00	0%
362 40 00 004 S&F Rentals, 360 Field / G	1,370.00	680.00	1,640.00	195.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,885.00	13,000.00	30%
362 40 00 005 S&F Rentals, Home Park P	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	0%
362 40 00 006 S&F Rentals, Volunteer Pa	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00	4,000.00	3%
362 50 00 001 S&F Rentals, Concessions	365.68	365.68	591.36	591.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,914.08	10,800.00	18%
362 50 00 002 S&F Rentals, Gateway Hou	1,263.91	1,347.93	1,300.30	1,280.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,192.52	15,618.00	33%
362 50 00 003 S&F Rentals, Storage Spac	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	0%
362 50 00 004 S&F Rentals, Little Leaque	4,463.41	110.00	500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,073.41	2,000.00	254%
362 50 00 005 S&F Rental, Taylor Bay Car	814.20	1,550.40	0.00	764.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,128.80	9,171.00	34%
367 00 00 000 Contributions & Donation	500.00	2,000.00	1,250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,750.00	10,000.00	38%
369 91 00 000 Other Revenue	50.85	4,730.30	439.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,220.69	2,000.00	261%
360 Long Terms	8,975.58	10,942.32	6,187.92	2,830.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28,936.76	69,089.00	42%
FUND REVENUES:	36,595.18	69,068.93	122,922.35	2,830.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	231,417.40	1,771,125.00	13%
576 80 10 001 Commissioner Wages	512.04	256.02	128.01	512.04	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,408.11	7,500.00	19%
576 80 10 002 Administrative Wages	21,298.67	20,274.22	20,521.14	11,754.42	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	73,848.45	263,000.00	28%
576 80 10 003 Park Operations Wages	14,646.74	14,351.20	14,755.85	8,584.26	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	52,338.05	278,000.00	19%
576 80 10 004 Park Operations - Temp W	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	58,500.00	0%
576 80 20 001 Commissioner Personnel E	53.94	19.60	9.80	39.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	122.50	600.00	20%
576 80 20 002 Administrative Benefits	7,092.00	5,135.69	8,391.93	6,288.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	26,907.77	98,000.00	27%
576 80 20 003 Park Operations Benefits	8,429.95	4,863.04	5,003.77	4,672.31	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22,969.07	155,000.00	15%
576 80 20 004 Park Operations - Temp Be	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16,500.00	0%
576 80 20 006 Uniforms/Safety Gear - Pe	0.00	24.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.82	3,500.00	1%
576 80 31 001 Office Supplies	142.51	348.61	317.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	808.44	3,700.00	22%
576 80 31 002 Maintenance Supplies	463.87	3,548.61	2,895.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6,907.83	60,000.00	12%
576 80 31 003 Equipment Maintenance S	56.11	69.98	353.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	479.80	3,200.00	15%
576 80 31 004 Vehicle Maintenance Supr	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0%
576 80 31 130 Supplies, Special Event Prc	0.00	0.00	263.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	263.61	3,000.00	9%
576 80 31 140 Supplies, Special Events N	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14,000.00	0%
576 80 31 150 Supplies - Volunteer Proqr	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,500.00	0%
576 80 32 000 Park Operations Fuel	899.84	863.77	1,227.48	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,991.09	9,000.00	33%
576 80 35 000 Small Tools & Equipment -	1,662.11	2,426.75	593.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4,682.16	9,500.00	49%
576 80 41 000 Professional Services, Marl	5,206.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,246.00	6,500.00	81%
576 80 41 001 Professional Services, Con:	0.00	0.00	72.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	72.50	20,000.00	0%
576 80 41 002 Professional Services, Fina	13,315.68	1,102.95	232.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14,650.83	23,100.00	63%

2022 CASH FLOW - YEAR TO DATE

Key Peninsula Metro Parks District

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2022 FUND TOTALS

Key Peninsula Metro Parks District

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Regular Meeting: April 11, 2022

Item # 9

To: Board of Park Commissioners
From: Tracey Perkosky, Executive Director
Date: April 11, 2022
Subject: Executive Director's Report

Key Pen Park events continue to assist in the return to normal. The Spring 5k Fun run had about 35 people who participated and there were lots of smiles to go around. Mom and Me is sold out and the Easter Egg Hunt is scheduled for April 16th with the hunt starting at 10:15 am! There will be lots of eggs in the multi-purpose field at Gateway Park but it is first come-first hunted and eggs are available until they are gone. More planning is going on for our summer events which will be here before we know it!

Parks Appreciation Day will occur on April 9th and we are looking forward to a great turn out to help us remove scotch broom along 302 at Gateway Park (the old Manke property). Additional volunteer work parties are April 30th with additional dates coming in May and June.

Maintenance staff has been working on mowing and string trimming several times a week. Growing season has begun! Little League games and practices are ongoing several times a week and staff is also fixing temporary fencing and dragging the infields nearly daily. Initial work has been completed on the stair repair for public access at Taylor Bay with the final work to be completed over the next few weeks.

The recent gusty winds brought down four small trees in 360 Trails and 2 large trees in Rocky Creek Conservation Area. Staff was able to take care of them.

Vandalism and theft continue with several complaints a month from car break-ins at Key Central Forest, Maple Hollow and Rocky Creek Conservation Area. Maple Hollow and Taylor Bay gates are now open for parking. Signage is going up reminding people to lock their cars and not to leave valuables.

The parking area and public access at the "old entrance" of 360 Trails is now closed. Signage has been posted several times and continues to be torn down. The Executive Director will be outreaching to the Fire Department to determine emergency access needs and then may block the parking area with ecology blocks or similar items to discourage use. This area is now closed due to Key Pen Parks decision not to renew an access permit to the use the private road of 114th. The Executive Director has begun some preliminary conversations on what would be required for future access just to understand the process and potential costs since there is a culvert issue on the roadway.

Key Pen Parks will be hosting a Gateway Park Splash Pad Celebration with some words of appreciation for all who helped to make the splash pad a reality and also an early splash and fun on May 27th at 11:00 am. The Splash Pad officially opens on May 28th and will be open through Labor Day from 10:00 am to 6:00 pm. The twist and spill replacement bucket has not yet arrived, but WaterPlay assures us that it will be in place in time for the season opening. Supply chain issues have slowed down the process.

Executive Director Perkosky and Volunteer/Office Coordinator Gleason will be attending the Washington Recreation and Parks Association (WRPA) Annual Conference in Bellevue later in April. Additional



training for staff in Public Works contracting is coming on April 21st. Fiscal Specialist Armstrong attended numerous trainings to update her on the changes and processes for filing the Annual Financial Report over the past few weeks. Maintenance Worker II Carson also passed his Certified Playground Inspector test!

The Executive Director and Fiscal Specialist have also been gathering needed documentation for the Bond re-financing. Specialist Armstrong has been working on a grants spreadsheet, the Annual Financial Report and Quarterly Taxes.



Meeting: April 11, 2022

Item # 12a

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Date: April 11, 2022

Subject: Annual Partner Report – Key Peninsula Historical Society

Background

Annually, Key Pen Parks enters into partnership agreements with local organizations who are providing direct services that meet the goals of Key Pen Parks. The Key Peninsula Historical Society will be giving an oral report on its accomplishments for 2021.

Red Barn Youth Center and Farm Tour presented during the March 2022 Regular Meeting.

Recommended Action: Receive report



Meeting: April 11, 2022

Item # 12b

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Date: April 11, 2022

Subject: Approval of Partnership Agreement with Key Peninsula Historical Society

Background

Annually, Key Pen Parks enters into partnership agreements with local organizations who are providing direct services that meet the goals of Key Pen Parks. As part of the approved 2022 budget, funds were included to support the Red Barn Youth Center, Key Peninsula Historical Society and the Farm Tour.

The agreements for continued partnerships the Key Peninsula Historical Society is included with this report. The agreements with the Red Barn Youth Center and The Farm Tour were approved during the March 2022 Regular Meeting.

Recommended Action: Approve partnership agreement with the Key Peninsula Historical Society.

Attachment 1: Agreement between Key Pen Parks and Key Peninsula Historical Society.

CONTRACT FOR HISTORICAL SERVICES/DIGITAL PROJECT BETWEEN
KEY PENINSULA METROPOLITAN PARK DISTRICT
AND
THE KEY PENINSULA HISTORICAL SOCIETY

THIS CONTRACT FOR A HISTORICAL DIGITAL PROJECT, entered into this 11th day of April 2022 by and between the Key Peninsula Metropolitan Park District, a municipal corporation ("Key Pen Parks") and the Key Peninsula Historical Society, a Washington non-profit corporation (the "KPHS"), by which KPHS agrees to provide services to create and electronically post a historical project of elementary school lessons and provide access to the residents within Key Pen Parks' jurisdiction.

RECITALS

WHEREAS, the voters approved the creation of Key Pen Parks to create and support recreational opportunities for its citizens; and

WHEREAS, the mission of Key Pen Parks is to enhance the quality of life on the Key Peninsula by providing park and recreational opportunities for all its citizens; and

WHEREAS, Key Pen Parks wants to further its mission by crafting partnerships with volunteer and government organizations, acquiring assets, developing and maintaining high quality facilities, preserving open space, providing diverse recreational programs, and prudently managing district funds; and

WHEREAS, KPHS provides historical exhibit facilities and programs on the Key Peninsula to the residents of the Key Peninsula; and

WHEREAS, a cooperative effort between the parties can eliminate unnecessary duplication of services and promote more efficient use, maintenance and management of certain recreational facilities and programs; and

WHEREAS, Key Pen Parks and KPHS find it mutually beneficial and in the public interest for Key Pen Parks to contract with KPHS for services related to the creation of a historical project and access for residents.

NOW, THEREFORE, KEY PEN PARKS AND KPHS hereby agree as follows:

CONTRACT

1. **Purpose.** Key Pen Parks and KPHS each have facilities and offer programs for the benefit of their constituents and members. Key Pen Parks is hereby contracting with KPHS to provide residents and visitors of the Key Peninsula the opportunity to use the Key Peninsula Historical Society Museum facility free of charge as well as research resources for their own use.
2. **Project.** KPHS shall offer an exhibit available to be viewed in the following manner: at KPHS museum, in a PowerPoint (or similar program) presentation, and on small travelling boards. KPHS shall scan all photos of the exhibit into an electronic format for future preservation. For 2022, the exhibit topic will build on past work exploring the role of women on the Key Peninsula from 1920 to 1950 --

during this time electricity was introduced and roads became more passable offering more opportunities on the Key Peninsula.

3. Access and Use: All households within the Key Pen Parks' District are eligible to attend for free admissions during any hours of ordinary operation between February 2022 and November 2022. KPHS does encourage membership from the community. Key Pen Parks' recognizes that the public health restrictions on facilities and impacts from volunteers may impact the operation of the facility. As a result, the operating hours may be limited or the museum may not open at all due to the pandemic/public health emergency.

4. Responsibilities. KPHS shall be solely responsible for all costs associated with the operation, technology, maintenance, repair, and/or improvement of the Project.

5. Payment. Key Pen Parks shall pay to KPHS for access to the Project as well as research services during Project development the total sum of Two Thousand Five Hundred Dollars (\$2,500.00) payable in two (2) equal installments as follows:

- i. \$1,250 within thirty (30) days of written notice of Project starting and providing an invoice
- ii. \$1,250 in October of 2021 with a report on the Project created and providing an invoice

6. Default.

A. Default Events. If any of the events (the "Default Events") set forth below occur, then Key Pen Parks shall be entitled to suspend payment if any is due and a prorated refund of the monies paid. KPHS shall be in default by the occurrence of any one or more of the following Default Events:

- i. If the exhibit as outlined in Section 2 is not completed and open to the public by May 30, 2022.
- ii. Commencing on July 1, 2022, and at any time thereafter the exhibit in Section 2 is not open to the public for a period of more than thirty (30) days unless the closure is a result of fire or natural disaster or significant remodel/renovation or public health emergency.
- iii. Commencing on July 1, 2022, and at any time thereafter the exhibit in Section 2 is used for any purpose in violation of state, federal or local statute or ordinance or other applicable law.

7. Term of Contract. The use specified in this Contract shall expire December 31, 2022.

8. Acknowledgments. KPHS shall include language that acknowledges Key Pen Parks' funding contribution in any release or other publication referencing donors and collaborators. KPHS shall post one electronic slide/sign of significant prominence that acknowledges Key Pen Parks funding contribution. All materials, signs and digital links specific to the Project shall include the text Key Pen Parks and its associated logo.

9. Reporting and Inspection.

- A. KPHS shall provide to Key Pen Parks a written report on annual basis by January 31, 2023 following the conclusion of contracted services relating to:
 - i. The number of attendees.
 - ii. The number of volunteer hours contributed by KPHS volunteers

- B. At a regular meeting of Key Pen Parks Board of Park Commissioners KPHS shall provide a complete summary in writing and/or orally of the items listed in subsection 9.a. above for 2022.
- C. KPHS agrees to allow Key Pen Parks to inspect the exhibit as noted in Section 2 during reasonable operating hours.

10. Restriction on Assignment. No party may assign its obligations under this Contract, and/or any claim under this Contract, without the express written consent of all the parties.

11. Hold Harmless and Indemnity.

A. By Key Pen Parks.

Key Pen Parks agrees to indemnify, defend, save, and hold harmless KPHS, its officials, employees, volunteers, and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees, and expenses incurred in connection therewith, or whatsoever kind or nature, rising out of, or in connection with, or incident to, the performance by Key Pen Parks of this Contract, except for those damages solely caused by the negligence or willful misconduct of KPHS, its officials, employees, volunteers, and/or agents.

B. By KPHS.

KPHS agrees to indemnify, defend, save, and hold harmless Key Pen Parks, its officials, employees, volunteers, and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees, and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance by KPHS of this contract, except for those damages solely caused by the negligence or willful misconduct of Key Pen Parks, its elected and appointed officials, officers, employees and/or agents.

C. In the event of liability for damages of any nature whatsoever arising out of the performance of this Contract by Key Pen Parks and KPHS, including claims by Key Pen Parks' or KPHS's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of Key Pen Parks and KPHS, their officers, officials, employees and/or volunteers, each party's liability hereunder shall only be to the extent of that party's negligence.

12. Nondiscrimination. The parties shall comply with all applicable federal and state nondiscrimination laws, regulations, and policies as it applies to the obligations under this Contract. No person shall, on the grounds of age, race, creed, color, sex, religion, national origin, residence, marital status, or handicap (physical, mental, or sensory) be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity, funded, in whole or in part, under this Contract.

13. Disputes. In the event of a dispute between Key Pen Parks and KPHS regarding the use of the Project under this Contract, Key Pen Parks Executive Director and KPHS President or their designated representatives shall review such dispute and options for resolution. If any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by Key Pen Parks Executive Director and KPHS President, the dispute may be submitted to mediation and if still not resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

14. Notices.

A. All written communications which are to be given to Key Pen Parks under this Contract will be addressed and delivered to:

Key Pen Parks
PO Box 70
Lakebay, WA 98349
Attn: Executive Director

B. All written communications which are to be given to KPHS under this Contract will be addressed and delivered to:

Key Peninsula Historical Society
17010 S Vaughn Rd NW
Vaughn, WA 98394
Attn: Board President

C. The above shall be effective until receipt by one party from the other of a written notice of any change.

15. Governing Law and Venue. This Contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this Contract, venue shall be proper only in the Superior Court in and for Pierce County.

16. Severability. If any provision of this Contract, or any provision of any law, rule, or document incorporated by reference into this Contract, shall be held invalid, such invalidity shall not affect the other provisions of this Contract which legally can be given effect without the invalid provision. To this end, the provisions of this Contract are declared to be severable.

17. Integration and Amendment. There are no oral Contracts between the parties affecting the meaning, content, purpose, or effect of this Contract. The provisions of this Contract may be amended with the mutual consent of the parties. No additions to, or alterations of the terms of this Contracts shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.

IN WITNESS HEREOF the parties hereto have entered into this Contract on the day and year first above written.

KEY PEN PARKS

KEY PENINSULA HISTORICAL SOCIETY

Tracey Perkosky, Executive Director

Cathy Williams, Board President



Meeting: April 11, 2022

Item # 12c

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Date: April 11, 2022

Subject: Approval of Documents for Key Pen Parks LOCAL Program Refinancing Including Resolution No. R 2022-01 Authorization for the Acquisition of Real Property and Execution of a Financing Contract, Site Lease and Related Documentation Related to the Acquisition of said Real Property and Resolution No. R 2022-02 Reimbursement Resolution

Background

During the regular meeting of March 11, 2022, the Park Commissioners directed the Executive Director to move forward with the re-financing of the Anderson Property Acquisition which is now known as Gateway Park. Several names are used to describe the existing financing including General Obligation (GO) Bond, LOCAL Program and LOCAL Program Lease. All of these terms refer to the same original funding mechanism, which was due to terminate in June 2032. This refinancing will save the District between \$40,000 and \$50,000 over the life of the Program. The final interest rate, and therefore, savings will be locked in during May/June. The end date of the Bond termination does not change, and the District will continue to make regular payments through June 2032.

The resolutions authorize the Executive Director to execute the documents and the refunding or refinancing of the project.

This project has a short timeline as all documents and supplemental materials must be transmitted to the State by April 29, 2022.

To be clear, despite some of the required language from the Office of the State Treasurer for the re-financing, this process is not for financing and acquisition of new real property but to re-finance the existing GO Bond for the original acquisition of the Anderson Property which is now known as Gateway Park.

Recommended Action: 2022-01 Authorization for the Acquisition of Real Property and Execution of a Financing Contract, Site Lease and Related Documentation Related to the Acquisition of said Real Property and Resolution 2022-02 Reimbursement Resolution

Attachment 1: Agency Checklist for Refinancing

Attachment 2: Resolution 2022-01 Authorization for the Acquisition of Real Property and Execution of a Financing Contract, Site Lease and Related Documentation Related to the Acquisition of said Real Property (Annex 1)

Attachment 3: Resolution 2022-02 Reimbursement Resolution



Attachment 4: Certificate of Authorized Agency Reps (Annex 4)

Attachment 5: Certificate of Authorizing Resolution

Attachment 6: Opinion of Local Agency Counsel – Real Property

Attachment 7: Local Counsel Escrow Letter – Real Property

Attachment 8: Evidence of Incumbency

Attachment 9: Ken Pen Metro Parks Memo of Financing Lease – COPs 2022B

Attachment 10: Key Pen Metro Parks – Memo of Site Lease – COPs 2022B

Attachment 11: Key Pen Metro Parks – Site Lease COPs 2022B (Annex 2)

Attachment 12: Key Pen Metro Parks – Financing Lease – COPs 2022B (Annex 3)

Attachment 13: Key Pen Metro Parks – Tax Certificate – COPs 2022B

Attachment 1: Agency Checklist for Refinancing

Checklist for LOCAL Real Estate

Office of the State Treasurer – State of Washington
Timeline

Funds Available In	All-Documents Cut Off	Sale Date	Funds Available	First Payment Due
June '22	April 29, 2022	June 8, 2022	June 28, 2022	December 1, 2022

The following documents are templates provided by OST, to be filled out by the local agency. Please note that OST requires the original, single sided, signed copies of all documents, unless otherwise noted

<input type="checkbox"/>	0.) Reimbursement Resolution, if necessary: Required if the agency plans to seek reimbursement of early expenditures [must be passed either before, or no later than 60 days after an making expenditure]	Notes
<input type="checkbox"/>	1.) Authorizing Ordinance or Resolution: Authorizes the financing of the property through the LOCAL Program and specifies the number of agency representatives required to execute the financing	
<input type="checkbox"/>	2.) Certificate of Authorizing Ordinance or Resolution: Certifies a true copy of the resolution/ordinance	
<input type="checkbox"/>	3.) Certificate Designating Authorized Agency Representatives: Names the agency representatives authorized to execute the financing documents	
<input type="checkbox"/>	4.) Opinion of Local Agency Counsel : Verifies the authority of the local agency to execute the contract	
<input type="checkbox"/>	5.) Local Agency Counsel Escrow Letter: Requests that the opinion of the local agency counsel be held in escrow until the dated date of the transaction.	
<input type="checkbox"/>	6.) Certificate of Incumbency: Certificate from the county auditor or ESD identifying the governing officials and their terms of service	

The following documents are drafted by OST Legal Counsel for Local Agency Signature. Please note that OST requires two original, single sided, signed copies of the below documents

<input type="checkbox"/>	Local Agency Financing Lease & Memo (Two original, signed, one sided & notarized copies): Establishes the contractual obligations of the local agency in the transaction	
<input type="checkbox"/>	Local Agency Site Lease & Memo (Two original, signed, one sided & notarized copies): Provides the collateral for the financing lease	
<input type="checkbox"/>	Tax Certificate (Two original, signed, one sided copies): Acknowledgement by the local agency that it understands and will comply with applicable IRS regulations. May be signed electronically from OST DocuSign.	

Insurance. Please note that all documents must be provided annual through the life of the loan. The State's Trustee, US Bank, should be listed as the loss payee for all policies. Please review the insurance section of the financing lease for more details.

<input type="checkbox"/>	Current Title Insurance Policy	
<input type="checkbox"/>	Evidence of Liability Insurance: Minimum coverage of \$1,000,000 per occurrence	
<input type="checkbox"/>	Evidence of Property Insurance: Fire insurance in the amount of the financing	

Other Documents

<input type="checkbox"/>	Construction Contract, Current Loan Contract or Purchase/Sale Agreement: A Construction Contract for new construction, Current Loan Contract for a refinancing, or a Purchase/Sale Agreement for acquisition must be executed prior to final sizing (usually two weeks before the sale)	
<input type="checkbox"/>	Request for Release of Proceeds: Form provided by OST Accounting. Submitted with invoices & Proof of Payment	
<input type="checkbox"/>	Invoices & Proof of Payment: Submitted with the Request for Release of Proceeds	
<input type="checkbox"/>	Electronic Signature Authorization: If participant wants to sign documents electronically (if document doesn't require notary)	

Attachment 2: Resolution 2022-01 Authorization for the Acquisition of Real Property and Execution of a
Financing Contract, Site Lease and Related Documentation Related to the Acquisition of said Real
Property

Key Peninsula Metropolitan Park District
Dba Key Pen Parks



Resolution No R 2022-01

A RESOLUTION OF THE BOARD OF PARK COMMISSIONERS OF THE KEY PENINSULA METROPOLITAN PARK DISTRICT AUTHORIZING FOR THE ACQUISITION OF REAL PROPERTY AND EXECUTION OF A FINANANCING CONTRACT, SITE LEASE AND RELATED DOCUMENTATION TO THE ACQIUSTION OF SAID REAL PROPERTY

WHEREAS, Key Peninsula Metropolitan Park District or Key Pen Parks (the “Local Agency”), previously entered into a Local Agency Financing Lease dated August 23, 2022, with the state of Washington, acting by and through the State Treasurer, for the financing of costs of the acquisition, improvement and betterment (collectively, the “acquisition”) of 38.95 acres of land as identified on Annex 1 (the “NOI”) attached hereto (the “Property”); and

WHEREAS, Key Peninsula Metropolitan Park District or Key Pen Parks (the “Local Agency”) has executed a Notice of Intent to the Office of State Treasurer, in the form attached hereto as Annex 1, in relation to the acquisition of and the financing of the acquisition, improvement and betterment (collectively, the “acquisition”) of the Property, as defined below, under the provisions of RCW ch 39.94; and

WHEREAS, it is deemed necessary and advisable by the Board of Park Commissioners of the Local Agency that the Local Agency enter into a Local Agency Site Lease with the Washington Finance Officers Association in the form attached hereto as Annex 2 to facilitate the refinancing of the costs of acquisition of the Property; and

WHEREAS, it is deemed necessary and advisable by the Board of Park Commissioners of the Local Agency that the Local Agency enter into a Local Agency Financing Lease with the Office of the State Treasurer, in the form attached hereto as Annex 3 (the “Local Agency Financing Lease”), in an amount not to exceed \$500,000, plus related financing costs, in order to refinance the costs of acquisition of the Property; and

WHEREAS, it is deemed necessary and advisable by the Board of Park Commissioners of the Local Agency that the Local Agency enter into a Local Agency Financing Lease with the Office of the State Treasurer, in the form attached hereto as Annex 3 (the “Local Agency Financing Lease”), in an amount not to exceed \$500,000, plus related financing costs, in order to acquire the Property, and finance the acquisition of the Property; and

WHEREAS, the Local Agency will undertake to refinance the costs of acquisition of the Property on behalf of and as agent of the Washington Finance Officers Association (the “Corporation”) pursuant to the terms of the Local Agency Financing Lease, and in accordance with all applicable statutes and regulations applicable to the Local Agency; and

WHEREAS, the Local Agency desires to appoint the individuals set forth in Annex 4 as the representatives of the Local Agency in connection with the acquisition of the Property and execution of the Local Agency Financing Lease (each an “Authorized Agency Representative”).

NOW, THEREFORE, BE IT RESOLVED, by the Board of Park Commissioners of Key Peninsula Metropolitan Park District as follows:

Section 1. The individuals holding the offices or positions set forth in Annex 4 are each hereby appointed as a representative of the Local Agency in connection with the execution of the Local Agency Financing Lease and all other related documents. A minimum of one Authorized Agency Representatives shall be required to execute any one document in order for it to be considered duly executed on behalf of the Local Agency.

Section 2. The form of the Local Agency Site Lease attached hereto as Annex 2 is hereby approved and the Authorized Agency Representatives are hereby authorized and directed to execute and deliver the Local Agency Site Lease, in substantially the form attached hereto with such changes as may be approved by the Authorized Representatives, to facilitate the refinancing of the costs of acquisition of the Property.

Section 3. The form of the Local Agency Financing Lease attached hereto as Annex 3 is hereby approved and the Authorized Agency Representatives are hereby authorized and directed to execute and deliver the Local Agency Financing Lease, in an amount not to exceed \$500,000, plus related financing costs, and in substantially the form attached hereto with such changes as may be approved by the Authorized Representatives, for the refinancing of the costs of acquisition of the Property.

Section 4. The Local Agency hereby authorizes the refinancing of the costs of acquisition of the Property as agent of the Corporation in accordance with the terms and provisions of the Local Agency Financing Lease in order to realize interest cost savings to the Local Agency.

Section 5. The Authorized Representatives are hereby authorized to execute and deliver to the Office of State Treasurer all other documents, agreements and certificates, and to take all other action, which they deem necessary or appropriate in connection with the refinancing of the property, including, but not limited to, any amendment to the NOI, any tax certificate and any agreements relating to initial and ongoing disclosure in connection with the offering of securities related to the financing.

Section 6. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Board of Park Commissioners for Key Pen Parks at a regular meeting special meeting held at via Zoom due to Proclamation 20-28.14 this 11th day of April 2022.

Key Peninsula Metropolitan Park District
Dba Key Pen Parks



Key Peninsula Metropolitan Park District
Board of Park Commissioners
Pierce County, Washington

Mark Michel, President

Linda Parry, Vice President

Kip Clinton, Clerk

Shawn Jensen, Member-at-Large

Ed Robison, Member-at-Large

Attachment 3: Resolution 2022-02 Reimbursement Resolution

Key Peninsula Metropolitan Park District
Dba Key Pen Parks



Resolution No R 2022-02

**A RESOLUTION OF THE BOARD OF PARK COMMISSIONERS OF THE KEY
PENINSULA METROPOLITAN PARK DISTRICT FOR FORM OF
REIMBURSEMENT FOR STATE OF WASHINGTON LOCAL FINANCING
PROGRAM**

Section 1. The Key Peninsula Metropolitan Park District or Key Pen Parks (the “Local Agency”) reasonably expects to reimburse the expenditures described herein with the proceeds of a financing contract to be entered into by the Local Agency (the “Reimbursement Obligation”).

Section 2. The expenditures with respect to which the Local Agency reasonably expects to be reimbursed from the proceeds of Reimbursement Obligations are for the Anderson property acquisition.

Section 3. The expenditures with respect to which the Local Agency reasonably expects to be reimbursed from the proceeds of Reimbursement Obligations will be made from the General Fund, Capital Account.

Section 4. The maximum principal amount of Reimbursement Obligations expected to be issued for the property described in Section 2 is \$500,000.

PASSED AND ADOPTED by the Board of Park Commissioners for Key Pen Parks at a regular meeting special meeting held at via Zoom due to Proclamation 20-28.14 this 11th day of April 2022.

Key Peninsula Metropolitan Park District
Board of Park Commissioners
Pierce County, Washington

Mark Michel, President

Linda Parry, Vice President

Kip Clinton, Clerk

Shawn Jensen, Member-at-Large

Ed Robison, Member-at-Large

Attachment 4: Certificate of Authorized Agency Reps (Annex 4)



Certificate Designating Authorized Agency Representatives

I, Mary Cathleen Clinton, Clerk of Key Peninsula Metropolitan Park District (the “Local Agency”), hereby certify that, as of the date hereof, pursuant to Resolution No. 2022-01, the following individuals are each an “Authorized Agency Representative,” as indicated by the title appended to each signature, that the following individuals are duly authorized to execute and deliver the Local Agency Financing Lease to which this Certificate is attached as Exhibit B, and all documentation in connection therewith, including but not limited to the Local Agency Site Lease, that the signatures set forth below are the true and genuine signatures of said Authorized Agency Representatives and that pursuant to such resolution/ordinance, one of the following signature(s) [is/are] required on each of the aforementioned documents in order to consider such documents executed on behalf of the Local Agency:

(signature) Tracey Perkosky, Executive Director

Dated this _____ day of _____, 20__.

Clerk
Key Peninsula Metropolitan Park District

SUBSCRIBED AND SWORN TO before me this ____ day of ___, 20__.

By: _____
NOTARY PUBLIC in and for the State of
Washington, residing at:

Printed Name: _____
My Commission Expires: _____

Attachment 5: Certificate of Authorizing Resolution



Certificate of Authorizing Resolution/Ordinance

I, the undersigned, Clerk/Secretary of the Board of Park Commissioners of Key Peninsula Metropolitan Park District (the “Local Agency”), DO HEREBY CERTIFY:

1. That the attached Resolution/Ordinance No. R 2002-01 (herein called the “Resolution/Ordinance”) is a true and correct copy of a Resolution/Ordinance of the Local Agency adopted/passed at a regular/special meeting of the Board of Park Commissioners held on the 11th day of April, 2022, and duly recorded in my office;
2. That said meeting was duly convened and held in all respects in accordance with law; and to the extent required by law, due and proper notice of such meeting was given; that a quorum of the Board of Park Commissioners was present throughout the meeting and a legally sufficient number of members of the Board of Park Commissioners voted in the proper manner for the adoption/passage of the Resolution/Ordinance;
3. That all other requirements and proceedings incident to the proper adoption/passage of the Resolution/Ordinance have been duly fulfilled, carried out and otherwise observed;
4. That the Resolution/Ordinance remains in full force and effect and has not been amended, repealed or superseded; and
5. That I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand as of this _____ day of _____, 20____.

Kip Mary Cathleen Clinton, Clerk

Attachment 7: Local Counsel Escrow Letter – Real Property

June 28, 2022

Key Peninsula Metropolitan Park District
PO Box 70
Lakebay, WA 98349

State of Washington
Office of the State Treasurer
P.O. Box 40200
Olympia, Washington 98504-0200

Washington Finance Officers Association
2601 Fourth Avenue, Suite 800
Seattle, Washington 98121-1280

Re: State of Washington Certificates of Participation, Series 2022B (the “Certificates”)

Ladies and Gentlemen:

I have acted as counsel to [name of Local Agency] (the “Local Agency”) in connection with the execution and delivery by the Local Agency of (i) the Local Agency Site Lease, dated as of the date of initial delivery of the Certificates (the “Local Agency Site Lease”), by and between the Washington Finance Officers Association (the “Corporation”) and the Local Agency and (ii) the Local Agency Financing Lease, dated as of the date of initial delivery of the Certificates (the “Local Agency Financing Lease”) by and between the state of Washington (the “State”) and the Local Agency. As such counsel, I am of the following opinions:

1. Resolution number R 2022-01, approving the execution and delivery of the Local Agency Site Lease and the Local Agency Financing Lease, was duly passed by the governing body of the Local Agency on April 11, 2022 at a meeting of such governing body duly called and held in conformity with the law.

2. The Local Agency Site Lease and the Local Agency Financing Lease have been duly authorized, executed and delivered and, assuming the due authorization, execution and delivery by the other parties thereto, constitute legal, valid and binding obligations of the Local Agency, enforceable in accordance with their terms, subject only to bankruptcy, insolvency, moratorium, arrangement, reorganization and similar laws affecting creditors’ rights, applicable equitable principles and the application of judicial discretion in appropriate cases.

I understand that agency rent payments to be made by the Local Agency under the Local Agency Financing Lease will constitute a portion of the source of payment and security for base rent payments to be made by the State to the Corporation under a Master Financing Lease between the State and the Corporation and that certificated interests in such base rent payments will be offered to purchasers thereof by means of an official statement prepared by the State. I have neither reviewed nor participated in the preparation of such official statement and express no opinion regarding the adequacy or accuracy (under federal securities laws or otherwise) of any information presented therein.

Rachel B. Turpin, Madrona Law Group PLLC

Attachment 6: Opinion of Local Agency Counsel – Real Property

[Letterhead of Local Agency Counsel]

[Date of Letter]

Jason Richter, Deputy State Treasurer
Lease Purchase Program
Office of the State Treasurer
P.O. Box 40200
Olympia, Washington 98504-0200

Re: State of Washington Certificates of Participation, Series 2022B

Dear Mr. Richter:

We represent [Name of Local Agency] with respect to the above-referenced financing (the “Certificates”). In connection with the execution and delivery by [Name of Local Agency] of the Local Agency Financing Lease and Local Agency Site Lease, enclosed herewith is an executed copy of our opinion letter dated as of the date of initial delivery of the Certificates (the “Dated Date”). You are to hold the opinion letter in escrow until the Dated Date, at which time, unless you are otherwise instructed by me in writing, the opinion letter may be considered released and shall become effective.

Please contact me with any question.

Sincerely,

[Name of Local Agency Counsel]

Attachment 8: Evidence of Incumbency

Incumbency Certificate

I, Julie Anderson, County Auditor of the County of Pierce, Washington, do hereby certify that the following is a true and correct listing of the Board of Park Commissioners of the Key Peninsula Metropolitan Park District and their terms of office:

Linda Parry	2019-2025
Shawn Jensen	2021-2028
Mark Michel	2019-2025
Edward C. Robison	2021-2028
Kip Clinton	2017-2023

Dated this _____

Julie Anderson, County Auditor

Attachment 9: Ken Pen Metro Parks Memo of Financing Lease – COPs 2022B

Recording Requested by and Return To:
WASHINGTON FINANCE OFFICERS
ASSOCIATION
c/o Foster Garvey PC
1111 Third Avenue, Suite 3000
Seattle, Washington 98101
Attn: William G. Tonkin

MEMORANDUM OF LOCAL AGENCY FINANCING LEASE

This Memorandum of a Local Agency Financing Lease is made as of June 28, 2022, by and between the STATE OF WASHINGTON, as landlord and sublessor ("Landlord"), and KEY PENINSULA METROPOLITAN PARK DISTRICT, PIERCE COUNTY, WASHINGTON, as tenant and sublessee ("Tenant"), in connection with that certain Local Agency Financing Lease, Series 2022B, dated as of June 28, 2022, and executed by and between Landlord and Tenant (the "Lease"), in connection with (among other things) that certain real property (the "Property") described on Exhibit A, attached hereto and incorporated herein by this reference.

Landlord hereby leases to Tenant and Tenant leases from Landlord the Property on the terms and conditions set forth in the Lease for a term commencing as of June 28, 2022, and ending on _____, 20__. Upon the occurrence of certain events, the term of the Lease with respect to the Property may be extended to _____, 20__.

Abbreviated Legal Description:

Full Legal Description

See Exhibit A

Assessor's Tax Parcel ID No.

**Reference number(s) of related/
assigned/released/document(s):**

[SIGNATURES ON FOLLOWING PAGE]

[Signature page Memorandum of Local Agency Financing Lease]

LANDLORD:

STATE OF WASHINGTON, acting by
and through the State Treasurer

By _____
Treasurer Representative

TENANT:

KEY PENINSULA METROPOLITAN
PARK DISTRICT, PIERCE COUNTY,
WASHINGTON

By _____
Authorized Agency Representative

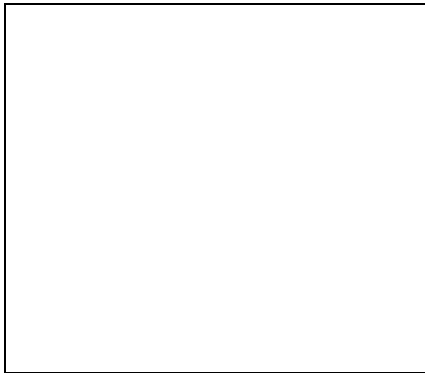
By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that JASON P. RICHTER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Deputy State Treasurer Debt-Management of the STATE OF WASHINGTON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

Print Name _____
(Legibly Print or Stamp Name of Notary)

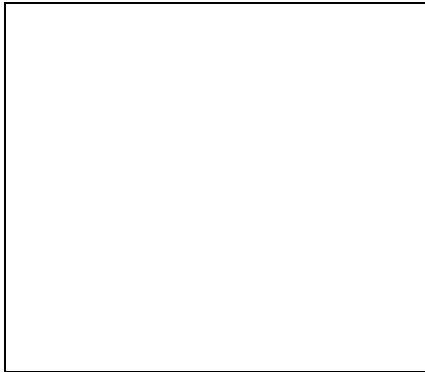
Notary public in and for the state of Washington, residing at

My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that [s]he signed this instrument, on oath stated that [s]he was authorized to execute the instrument and acknowledged it as _____ of KEY PENINSULA METROPOLITAN PARK DISTRICT, PIERCE COUNTY, WASHINGTON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

Print Name _____
(Legibly Print or Stamp Name of Notary)

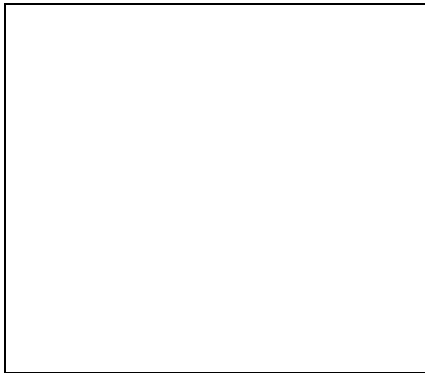
Notary public in and for the state of Washington, residing at _____

My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that [s]he signed this instrument, on oath stated that [s]he was authorized to execute the instrument and acknowledged it as _____ of KEY PENINSULA METROPOLITAN PARK DISTRICT, PIERCE COUNTY, WASHINGTON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

Print Name _____
(Legibly Print or Stamp Name of Notary)

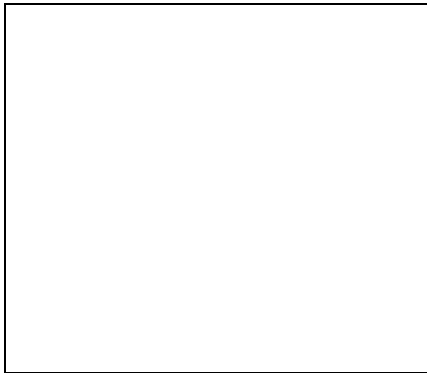
Notary public in and for the state of Washington, residing at _____

My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that [s]he signed this instrument, on oath stated that [s]he was authorized to execute the instrument and acknowledged it as _____ of KEY PENINSULA METROPOLITAN PARK DISTRICT, PIERCE COUNTY, WASHINGTON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

Print Name _____
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at _____

My commission expires _____

EXHIBIT A

Legal Description

Attachment 10: Key Pen Metro Parks – Memo of Site Lease – COPs 2022B

Recording Requested by and Return To:
WASHINGTON FINANCE OFFICERS
ASSOCIATION
c/o Foster Garvey P.C.
1111 Third Avenue, Suite 3000
Seattle, Washington 98101
Attn: William G. Tonkin

MEMORANDUM OF LOCAL AGENCY SITE LEASE, SERIES 2022B

This Memorandum of a Local Agency Site Lease dated as of June 28, 2022, having a term ending on _____, unless extended or sooner terminated as permitted therein, which Local Agency Site Lease is between KEY PENINSULA METROPOLITAN PARK DISTRICT, PIERCE COUNTY, WASHINGTON, as Lessor, and the WASHINGTON FINANCE OFFICERS ASSOCIATION, as Lessee, with respect to the land described on Exhibit A, attached hereto and incorporated herein by this reference.

Abbreviated Legal Description:

Full Legal Description See Exhibit A

Assessor's Tax Parcel ID No.

**Reference number(s) of related/
assigned/released/document(s):** _____

[SIGNATURES ON FOLLOWING PAGE]

[Signature page Memorandum of Local Agency Site Lease]

Lessor:

KEY PENINSULA METROPOLITAN
PARK DISTRICT, PIERCE COUNTY,
WASHINGTON

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

Lessee:

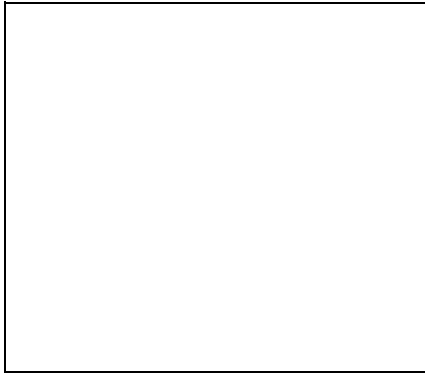
WASHINGTON FINANCE OFFICERS
ASSOCIATION

By _____
Authorized Corporation Representative

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that [s]he signed this instrument, on oath stated that [s]he was authorized to execute the instrument and acknowledged it as _____ of KEY PENINSULA METROPOLITAN PARK DISTRICT, PIERCE COUNTY, WASHINGTON, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

Print Name _____
(Legibly Print or Stamp Name of Notary)

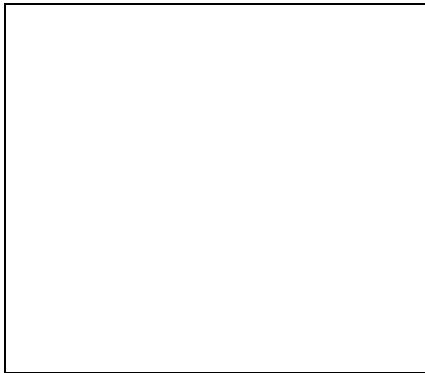
Notary public in and for the state of Washington, residing at

My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that [s]he signed this instrument, on oath stated that [s]he was authorized to execute the instrument and acknowledged it as _____ of KEY PENINSULA METROPOLITAN PARK DISTRICT, PIERCE COUNTY, WASHINGTON, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

Print Name _____
(Legibly Print or Stamp Name of Notary)

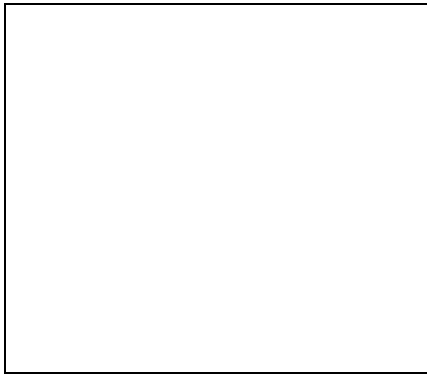
Notary public in and for the state of Washington, residing at

My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that [s]he signed this instrument, on oath stated that [s]he was authorized to execute the instrument and acknowledged it as _____ of KEY PENINSULA METROPOLITAN PARK DISTRICT, PIERCE COUNTY, WASHINGTON, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

Print Name _____
(Legibly Print or Stamp Name of Notary)

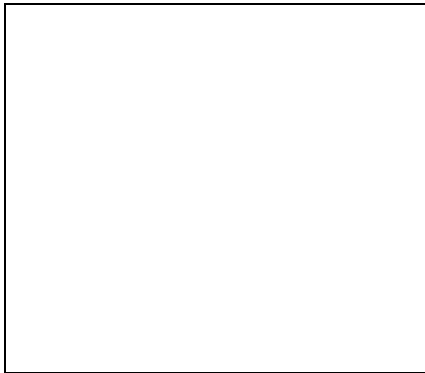
Notary public in and for the state of Washington, residing at

My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that JACK BROYLES JR. is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of the WASHINGTON FINANCE OFFICERS ASSOCIATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

Print Name _____
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at

My commission expires _____

EXHIBIT A
Legal Description

Attachment 11: Key Pen Metro Parks – Site Lease COPs 2022B (Annex 2)

LOCAL AGENCY SITE LEASE, SERIES 2022B

by and between the

**KEY PENINSULA METROPOLITAN PARK DISTRICT,
PIERCE COUNTY, WASHINGTON, as lessor**

and the

WASHINGTON FINANCE OFFICERS ASSOCIATION, as lessee

Dated as of June 28, 2022

LOCAL AGENCY SITE LEASE, SERIES 2022B

THIS LOCAL AGENCY SITE LEASE, SERIES 2022B (the “Site Lease”), dated as of June 28, 2022 (the “Dated Date”), is entered into by and between Key Peninsula Metropolitan Park District, Pierce County, Washington, a municipal corporation duly organized and existing under and by virtue of the laws of the state of Washington (the “Local Agency”), and the Washington Finance Officers Association, a Washington nonprofit corporation (the “Corporation”).

RECITALS:

The Parties are entering into this Site Lease based upon the following facts and expectations:

1. Chapter 39.94 RCW (the “Act”) authorizes the state of Washington (the “State”), acting by and through the State Treasurer (the “State Treasurer”), to enter into financing contracts, including but not limited to financing leases, on behalf of certain “other agencies” (“Local Agencies”) for the use and acquisition for public purposes of real and personal property by such Local Agencies; and

2. the Local Agency has determined that it is necessary and desirable to lease the Site legally described in Exhibit A to the Corporation for the purpose of enabling the Corporation to sublease the Site to the State, and further to enable the State to sublease the Site back to the Local Agency, to provide refinancing for the acquisition or construction of improvements on the Site (the “Project,” and, together with the Site, the “Property”); and

3. simultaneously with the execution and delivery of this Site Lease, the State is entering into a Master Financing Lease, Series 2022B, dated as of the Dated Date (the “Master Financing Lease”), with the Corporation to provide financing for or refinancing of the costs of acquisition or improvement of various parcels of real property for and on behalf of certain State Agencies and Local Agencies, including the Local Agency, under the terms set forth therein; and

4. pursuant to the Master Financing Lease, the State is obligated to make Rent Payments to the Corporation for the lease of the Property; and

5. simultaneously with the execution and delivery of the Master Financing Lease, the State will sublease the Property to the Local Agency pursuant to a Local Agency Financing Lease, Series 2022B (the “Agency Financing Lease”), dated as of the Dated Date; and

6. the Corporation will grant, sell, assign, transfer and convey without recourse to the Trustee all of its rights to receive the Rent Payments scheduled to be made by the State under the Master Financing Lease, together with all of its remaining right, title and interest in, to and under this Site Lease, the Master Financing Lease, the Agency Financing Leases and the Property by means of a Master Assignment, Series 2022B (the “Master Assignment”), dated as of the Dated Date; and

7. in consideration of such assignment and pursuant to the Trust Agreement, Series 2022B (the "Trust Agreement"), dated as of the Dated Date, by and among the Trustee, the State and the Corporation, the Trustee has agreed to execute and deliver the State of Washington Certificates of Participation, Series 2022B (State and Local Agency Real and Personal Property), in an aggregate principal amount of \$_____ (the "Certificates"), a portion of the proceeds of which will be used to refinance the costs of the Project;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other valuable consideration, the Parties agree as follows:

SECTION 1. Definitions; Construction; Miscellaneous Provisions; Supplements.

Appendix 1 to the Series 2022B Agreements ("Appendix 1") is incorporated as part of this Site Lease by this reference. Appendix 1 provides (i) definitions for the capitalized terms used and not otherwise defined in this Site Lease; (ii) certain rules for interpreting this Site Lease; (iii) miscellaneous technical provisions that apply to this Site Lease; and (iv) rules on how this Site Lease may be amended or supplemented.

SECTION 2. Lease of the Site; Ownership.

(a) The Local Agency leases to the Corporation on the terms and conditions hereinafter set forth, the Site legally described in Exhibit A, subject to all easements, covenants, conditions and restrictions existing as of the date hereof.

(b) The Local Agency represents and warrants that it is the owner in fee of the Site, subject only to Permitted Encumbrances.

SECTION 3. Term.

The term of this Site Lease shall commence on the Dated Date, and shall end on _____, unless such term is extended or sooner terminated as hereinafter provided. If on such date, the Local Agency Financing Lease shall not be discharged by its terms, then the term of this Site Lease shall be extended until 10 days after all amounts due under the Local Agency Financing Lease shall have been paid and the Local Agency Financing Lease shall have been discharged by its terms, except that the term of this Site Lease shall in no event be extended beyond _____. If prior to _____, all amounts due under the Local Agency Financing Lease shall have been paid and the Local Agency Financing Lease shall have been discharged by its terms, the term of this Site Lease shall end 10 days thereafter or 10 days after written notice by the Local Agency to the Corporation, whichever is earlier.

SECTION 4. Rental.

The Corporation shall pay to State Treasurer, for the benefit of the Local Agency pursuant to the Master Financing Lease and the Local Agency Financing Lease, as the total rent due hereunder, the amount set forth in Exhibit B (the "Prepaid Site Lease Rent"), all of which shall be payable on the Closing Date. The Parties agree that the amount of the Prepaid Site Lease Rent represents fair consideration for the leasehold interest being transferred hereunder, given the purposes, terms and provisions hereof. The Corporation shall not be obligated to pay

such rent other than from the proceeds of the Certificates. Anything herein to the contrary notwithstanding, the Corporation waives any right that it may have under the laws of the State to a rebate or repayment of any portion of such rent in the event that there is substantial interference with the use or right to possession by the Corporation of the Site or any portion thereof as a result of material damage, destruction or condemnation.

SECTION 5. Purpose.

The Corporation shall use the Site solely for the purpose of subleasing the Property to the State pursuant to the Master Financing Lease, to enable the State to sublease the Property to the Local Agency pursuant to the Local Agency Financing Lease, and for such purposes as may be incidental thereto; *provided*, that in the event of a default by the State under the Master Financing Lease or by the Local Agency under the Local Agency Financing Lease, the Corporation may exercise the remedies provided therein.

SECTION 6. Assignments and Subleases.

(a) The Corporation shall not grant, sell, assign, mortgage, pledge, sublet or transfer any of its right, title or interest in, to or under this Site Lease or the Site except as expressly provided in the Master Assignment, the Master Financing Lease and the Local Agency Financing Lease, without the prior written consent of the Local Agency. The Local Agency consents to the sublease of the Property pursuant to the Master Financing Lease, and the assignment of the Corporation's right, title and interest hereunder to the Trustee pursuant to the Master Assignment for the benefit of the Owners of the Certificates.

(b) Upon the occurrence and continuance of an Event of Default or Agency Event of Default with respect to the Property, the Corporation shall have the right, pursuant to the Master Assignment, the Trust Agreement and the Master Financing Lease, to sublease all or any portion of the Property; *provided*, that the subtenant and the terms and provisions of the sublease shall be subject to the prior written approval of the Local Agency, which approval shall not be unreasonably withheld or delayed.

SECTION 7. Right of Entry.

The Local Agency reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time (or in an emergency at any time) to inspect the same, or to make any repairs, improvements or changes necessary for the preservation thereof.

SECTION 8. Termination.

The Corporation agrees, upon the termination or expiration of this Site Lease, to quit and surrender the Site in the same good order, condition and repair as the same was in at the time of commencement of the term hereunder, except for acts of God, reasonable wear and tear, and any actions by the Local Agency that affect the condition of the Site. The Corporation agrees that any permanent improvements and structures existing upon the Site at the time of such termination or expiration of this Site Lease shall remain thereon and title thereto shall vest in the Local Agency. The Corporation shall thereafter execute, acknowledge and deliver to the Local Agency such instruments of further assurance as in the reasonable opinion of the Local Agency

are necessary or desirable to confirm the Local Agency's right, title and interest in and to the Site.

SECTION 9. Default.

In the event that the Corporation shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for 60 days following notice and demand for correction thereof to the Corporation, the Local Agency may exercise any and all remedies granted by law, except that as described in Section (k) of Part 3 of Appendix 1, no merger of this Site Lease shall be deemed to occur as a result thereof; *provided, however*, that the Local Agency shall have no power to terminate this Site Lease by reason of any default on the part of the Corporation; and *provided further*, that so long as any Certificates are outstanding and unpaid in accordance with the terms of the Trust Agreement and the Master Financing Lease, the Rent Payments or Additional Rent or any part thereof payable to the Corporation shall continue to be paid to the Corporation. So long as the Trustee shall duly perform the terms and conditions of this Site Lease, the Master Assignment, the Master Financing Lease and of the Trust Agreement, the Trustee shall be deemed to be and shall become the tenant of the Local Agency hereunder and shall be entitled to all of the rights and privileges granted to the Corporation hereunder and under the Master Assignment, the Master Financing Lease and the Trust Agreement.

SECTION 10. Waiver.

No delay or omission to exercise any right or remedy accruing upon a default hereunder shall impair any such right or remedy or shall be construed to be a waiver of such default, but any such right or remedy may be exercised from time to time and as often as may be deemed necessary or expedient. In order to exercise any remedy reserved to the Local Agency hereunder, it shall not be necessary to give any notice, other than such notice as may be required hereunder. A waiver by the Local Agency of any default hereunder shall not constitute a waiver of any subsequent default hereunder, and shall not affect or impair the rights or remedies of the Local Agency in connection with any such subsequent default.

SECTION 11. Quiet Enjoyment.

The Corporation and its authorized assignees and sublessees at all times during the term of this Site Lease, subject to the provisions of Section 9, shall peaceably and quietly have, hold and enjoy all of the Site without suit, trouble or hindrance from the Local Agency.

SECTION 12. Taxes.

The Local Agency covenants and agrees to pay any and all Impositions of any kind or character, including but not limited to possessory interest taxes, levied or assessed upon the Property (including both land and improvements), or with respect to this Site Lease, the Local Agency Financing Lease, or the lease of the Property pursuant to the Master Financing Lease; *provided, however*, that the Local Agency shall not pay any possessory interest taxes levied as a result of any assignment or sublease of or with respect to all or any part of the Property then in effect between the Corporation and any assignee or subtenant of the Corporation (other than as lessee under the Local Agency Financing Lease).

SECTION 13. Eminent Domain; Loss of Title.

In the event the whole or any part of the Property is taken permanently or temporarily under the power of eminent domain (or sold under threat of condemnation), or there is a loss of title to the whole or any part of the Property, the interest of the Corporation in the Property shall be recognized and is hereby determined to be an amount not less than the then unpaid indebtedness incurred by the Local Agency under its Local Agency Financing Lease. The term "unpaid indebtedness," as used in the preceding sentence, includes all unpaid Agency Principal Components, Agency Interest Components and all other payments required to be made by the Local Agency pursuant to the Local Agency Financing Lease, until all Agency Rent Payments due thereunder have been paid or the payment thereof provided for in accordance therewith. The amount of any such award, judgment or payment shall be paid to the Corporation, and the balance, if any, in excess of the unpaid indebtedness shall be paid to the Local Agency.

IN WITNESS WHEREOF, the Local Agency and the Corporation have caused this Site Lease to be executed in their respective names by their respective duly authorized officers, all as of the Dated Date.

KEY PENINSULA METROPOLITAN PARK
DISTRICT, PIERCE COUNTY, WASHINGTON,
as lessor

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative


WASHINGTON FINANCE OFFICERS
ASSOCIATION, as lessee

By _____
Authorized Corporation Representative

[illegible]

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that [s]he signed this instrument, on oath stated that [s]he was authorized to execute the instrument and acknowledged it as _____ of KEY PENINSULA METROPOLITAN PARK DISTRICT, PIERCE COUNTY, WASHINGTON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

Print Name _____
(Legibly Print or Stamp Name of Notary)


Notary public in and for the state of Washington, residing at

My commission expires _____

[illegible]

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that [s]he signed this instrument, on oath stated that [s]he was authorized to execute the instrument and acknowledged it as _____ of KEY PENINSULA METROPOLITAN PARK DISTRICT, PIERCE COUNTY, WASHINGTON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

Print Name _____
(Legibly Print or Stamp Name of Notary)


Notary public in and for the state of Washington, residing at

My commission expires _____

[illegible]

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that [s]he signed this instrument, on oath stated that [s]he was authorized to execute the instrument and acknowledged it as _____ of KEY PENINSULA METROPOLITAN PARK DISTRICT, PIERCE COUNTY, WASHINGTON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

Print Name _____
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at

My commission expires _____

[illegible]

I certify that I know or have satisfactory evidence that JACK BROYLES JR. is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of the WASHINGTON FINANCE OFFICERS ASSOCIATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

--	--

(Use this space for notarial stamp/seal)

(Signature of Notary)

Print Name _____
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at

My commission expires _____

EXHIBIT A
Description of Site

EXHIBIT B

Prepaid Site Lease Rent

Ten Dollars (\$10.00)

Attachment 12: Key Pen Metro Parks – Financing Lease – COPs 2022B (Annex 3)

LOCAL AGENCY FINANCING LEASE
(Real Property)

by and between the

STATE OF WASHINGTON

and

KEY PENINSULA METROPOLITAN PARK DISTRICT,
PIERCE COUNTY, WASHINGTON,
a municipal corporation
("Local Agency")

Relating to

\$ _____

State of Washington

Certificates of Participation, Series 2022B

(State and Local Agency Real and Personal Property)

Dated as of June 28, 2022

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**LOCAL AGENCY FINANCING LEASE, SERIES 2022B
(Real Property)**

This Local Agency Financing Lease, Series 2022B (the “Local Agency Financing Lease”), is entered into by and between the state of Washington (the “State”), acting by and through the State Treasurer (the “State Treasurer”), and Key Peninsula Metropolitan Park District, a municipal corporation of the State (the “Local Agency”).

RECITALS

The Parties are entering into this Local Agency Financing Lease based upon the following facts and expectations:

1. Chapter 39.94 RCW (the “Act”) authorizes the State to enter into financing contracts for itself, including for state agencies, departments or instrumentalities, the state board for community and technical colleges, and any state institution of higher education (“State Agencies”), for the use and purchase of real and personal property by the State; and

2. the Act also authorizes the State to enter into financing contracts on behalf of certain “other agencies” (“Local Agencies”), including the Local Agency, for the use and acquisition for public purposes of real and personal property by such Local Agencies; and

3. the Act authorizes the State Finance Committee to consolidate existing or potential financing contracts into master financing contracts with respect to property acquired by one or more State Agencies or Local Agencies (together, “Agencies”); and

4. Chapter 43.33 RCW provides that the State Treasurer shall act as chair of the State Finance Committee and provide administrative assistance for the State Finance Committee, and the State Treasurer on behalf of the State Finance Committee has established a consolidated program for the execution and delivery of certificates of participation in master financing contracts in series from time to time in order to provide financing for or refinancing of the costs of acquisition of such real and personal property by Agencies; and

5. the State Finance Committee has approved the form of this Local Agency Financing Lease by Resolution No. 1190 adopted on October 31, 2016; and

6. the Washington Finance Officers Association (the “Corporation”), a Washington nonprofit corporation, and the Local Agency have entered into a Local Agency Site Lease, Series 2022B, dated as of the Dated Date (the “Site Lease”), for the lease of certain real property legally described in the Site Lease (the “Site”) for the sole purpose of enabling the Corporation to sublease the Site to the State, and for the State to further sublease the Site back to the Local Agency pursuant to this Local Agency Financing Lease, in order to refinance the cost of the acquisition or construction of improvements on the Site as described herein (the “Project,” and, together with the Site, the “Property”); and

7. simultaneously with the execution and delivery of this Local Agency Financing Lease, the State is entering into a Master Financing Lease, Series 2022B, dated as of the Dated Date

(the “Master Financing Lease”) with the Corporation, to provide financing or refinancing for the Project on behalf of the Local Agency, among others, through the sublease of the Property from the Corporation; and

8. the Local Agency has determined that it is necessary and desirable to enter into this Local Agency Financing Lease, in conjunction with the State’s entry into the Master Financing Lease, to obtain financing or refinancing for the Project for the Local Agency;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other valuable consideration, the Parties hereto mutually agree as follows:

ARTICLE I

DEFINITIONS; CONSTRUCTION; MISCELLANEOUS PROVISIONS; SUPPLEMENTS

Section 1.1 Appendix 1 and Exhibits Incorporated. Appendix 1 to the Series 2022B Agreements (“Appendix 1”) and Exhibits A, B, C and D to this Local Agency Financing Lease are incorporated as part of this Local Agency Financing Lease by this reference. Appendix 1 provides (i) definitions for the capitalized terms used and not otherwise defined in this Local Agency Financing Lease; (ii) certain rules for interpreting this Local Agency Financing Lease; (iii) miscellaneous technical provisions that apply to this Local Agency Financing Lease; and (iv) rules on how this Local Agency Financing Lease may be amended or supplemented.

Section 1.2 Notice of Intent; Certificate Designating Authorized Agency Representative. The Local Agency has delivered a Notice of Intent to the State Treasurer in the form of Exhibit A. The Local Agency has delivered a Certificate Designating Authorized Agency Representatives to the State Treasurer in the form of Exhibit B. That Certificate is currently in force and has not been amended, withdrawn or superseded, and the signatures shown thereon are true and correct originals of the signatures of the persons who hold the titles shown opposite their names. The signature of any one of the individuals shown on that Certificate is sufficient to bind the Local Agency under this Local Agency Financing Lease with respect to any of the undertakings contemplated herein.

Section 1.3 Performance by Representatives. Any authority granted or duty imposed upon the State hereunder may be undertaken and performed by the State Treasurer or the Treasurer Representative. Any authority or duty imposed upon the Local Agency hereunder may be undertaken and performed by the Authorized Agency Representative.

Section 1.4 Sublease of Property. The State subleases to the Local Agency, upon the terms and conditions set forth in this Local Agency Financing Lease, the Site legally described in Exhibit C, together with all improvements, if any, to be constructed on the Site, including but not limited to the Project (collectively, the “Property”), subject to all easements, covenants, conditions and restrictions existing as of the Dated Date.

The Local Agency acknowledges and agrees that this Local Agency Financing Lease shall be subject and subordinate in all respects to the terms and provisions of the Master Financing Lease. The Local Agency at all times during the term of this Local Agency Financing Lease, subject to the provisions of Section 7.1, shall peaceably and quietly hold and enjoy all of the Property without suit, trouble or hindrance from the State.

Section 1.5 Agency Rent Payments. In consideration of the sublease of the Property and the covenants and agreements of the State in this Local Agency Financing Lease, the Local Agency promises to pay to the State the following amounts at the following times: (a) On each Agency Rent Payment Date, the Agency Rent Payment set forth in Exhibit D, consisting of an Agency Principal Component and/or an Agency Interest Component as set forth in Exhibit D; and (b) all Additional Rent incurred by the State in connection with the sublease of the Property to the Local Agency, the execution and delivery of the Certificates, and the observance and performance of the Series 2022B Agreements, within 30 days following receipt of an invoice from the State that includes (i) a brief description of each item of Additional Rent, (ii) the party to whom payment is due, (iii) the amount thereof, and (iv) such additional information as the Local Agency may reasonably request.

Section 1.6 Term. The term of this Local Agency Financing Lease shall commence on the Dated Date, and shall end on the scheduled termination date for this Local Agency Financing Lease as set forth in Section 8.2, unless the term is extended or sooner terminated as provided in Section 8.2.

ARTICLE II REFINANCING OF THE COSTS OF THE PROJECT

Section 2.1 Local Agency Financing Lease Consolidated with Master Financing Lease. The Local Agency acknowledges that the State Treasurer, acting on behalf of the State Finance Committee, has consolidated this Local Agency Financing Lease with the Master Financing Lease pursuant to RCW 39.94.030(1)(a).

Section 2.2 Appointment as Agent; Additions to Property; Release of Property; Refinancing of Project.

(a) *Appointment as Agent.* The Local Agency accepts its appointment in the Master Financing Lease as agent of the Corporation in connection with the refinancing of the Property and acknowledges that such appointment is irrevocable, and shall not be terminated by any act of the Local Agency, the State Treasurer or otherwise.

(b) *[RESERVED]*

(c) *[RESERVED]*

(d) *Additions to the Property.* The Local Agency shall have the right during the term of this Local Agency Financing Lease, at its cost and expense, to make additions, betterments and improvements to the Property, and to attach fixtures, structures and signs thereto; *provided*, that such additions, betterments and improvements and fixtures, structures and signs (i) shall be constructed and installed in accordance with applicable laws and regulations, and not in violation of any easements, restrictions, conditions or covenants affecting title to the Property; and (ii) shall not diminish the value, capacity or usefulness of the Property. The Local Agency also shall have the right during the term of this Local Agency Financing Lease, without the consent of any Owners, to enter into Additional Local Agency Financing Leases and Additional Site Leases with the Corporation to finance all or any portion of the cost of such additions, betterments and improvements to the Property so long as such leases do not reduce the obligation of the State to

perform its obligations under the Master Financing Lease, including without limitation its obligation to make Rent Payments, and will not, in an Opinion of Counsel, adversely affect the tax-exempt status of the Interest Component of Rent Payments evidenced and represented by the Certificates. If the Local Agency enters into any Additional Local Agency Financing Lease for this purpose, the Corporation may be granted an interest in the Property under an Additional Site Lease of all or any portion of the Property, which leasehold interest may be assigned to the Trustee for the benefit of owners of certificates of participation in the Additional Master Financing Lease to which such Additional Local Agency Financing Lease is related. The occurrence of an Event of Default with respect to this Local Agency Financing Lease shall constitute a like event under any Additional Local Agency Financing Lease, and the occurrence of any such like event under any Additional Local Agency Financing Lease shall constitute an Event of Default under this Local Agency Financing Lease. The owners of certificates of participation in any Additional Master Financing Lease shall be secured *pari passu* with the Owners with respect to any amounts received by the Trustee with respect to the Property following the occurrence of an Event of Default.

(e) *Release of Property.* After the refinancing of the Project, the Local Agency, with the prior written consent of the State Treasurer and only upon the satisfaction of the requirements set forth in Section 2.2(d) of the Master Financing Lease, may release a portion of the Property leased under the Site Lease, and subleased under and pursuant to the Master Financing Lease and this Local Agency Financing Lease. As a condition to any such release, the Local Agency shall (i) deliver to the State Treasurer an appraisal or other written evidence from an independent, disinterested real property appraiser acceptable to the State Treasurer to the effect that the remaining portion of the Property has an estimated fair rental value for the remaining term of this Local Agency Financing Lease equal to or greater than the Agency Rent Payments due from time to time hereunder; (ii) provide any necessary easements, reciprocal agreements or other rights as may be necessary to provide comparable pedestrian and vehicular access, and other uses and amenities (including but not limited to water, sewer, electrical, gas, telephone and other utilities) as existed prior to such release. The State, the Trustee, as assignee of the Corporation, and the Local Agency shall execute, deliver and record such amendments and modifications to the Site Lease, the Master Financing Lease, the Master Assignment and this Local Agency Financing Lease, and such other documents, agreements and instruments, as the State shall deem necessary or desirable in connection with such release.

(f) *Refinancing of Project.* In consideration of the mutual covenants and agreements of the Parties set forth in the Master Financing Lease, the Corporation, the State Treasurer and the Trustee shall enter into a Trust Agreement concurrently with the execution and delivery of the Master Financing Lease under which the Corporation authorizes and directs the Trustee to establish the Refunding Escrow Account, deposit therein a portion of the proceeds of the sale of the Certificates and certain agency rent payments allocable to the Refunded Certificates, and to make disbursements therefrom in accordance with the provisions hereof and thereof to pay the costs of carrying out the Refunding Plan on behalf of the Corporation, including the refinancing of the Project for the Local Agency.

Section 2.3 Title to the Property. Fee title to the Property, and all additions, modifications, repairs and improvements thereto, shall remain and vest in the Local Agency, subject to the respective leasehold estates under the Site Lease, the Master Financing Lease and

this Local Agency Financing Lease, without any further action by the State, the Local Agency or the Corporation.

Section 2.4 Assignment. In order to secure the payment and performance of the State of its obligations under the Master Financing Lease, the State has assigned and transferred to the Corporation the State's interest in this Local Agency Financing Lease and the rentals, income and profits to be received under this Local Agency Financing Lease, including without limitation the Agency Rent Payments. The Local Agency acknowledges and agrees to such assignment and transfer. The State irrevocably authorizes and directs the Local Agency, upon receipt of written notice from the Trustee, as assignee of the Corporation, that an Event of Default has occurred and is continuing under the Master Financing Lease, to pay to the Trustee, as assignee of the Corporation, the Agency Rent Payments and other amounts due and to become due hereunder. The State shall not have any right or claim against the Local Agency for any Agency Rent Payments or other amounts so paid by the Local Agency to the Trustee as assignee of the Corporation.

Section 2.5 Disclaimer of Warranties. The Local Agency acknowledges and agrees that it has had adequate opportunity to inspect the Property, and that such Property, including but not limited to the structures and improvements thereon, is acceptable to the Local Agency in its present condition. The Local Agency subleases the Property in its present condition, "as is." The State makes no warranty or representation, either express or implied, and assumes no responsibility, liability or obligation, as to the value, design, structural or other condition, usability, suitability, occupancy or management of the Property, as to the income from or expense of the use or operation thereof, as to title to the Property, as to compliance with applicable zoning, subdivision, planning, safety, fire, health or environmental laws, regulations, ordinances or codes, or as to compliance with applicable covenants, conditions or restrictions, or any other representation or warranty with respect to the Property.

Section 2.6 State Not Liable. The State and its officers and employees shall not be liable to the Local Agency or to any other Person for any death, injury or damage that may result to any Person or property by or from any cause whatsoever in, on, about or relating to the Property.

ARTICLE III

AGENCY RENT PAYMENTS; CONDITIONAL PAYMENT BY STATE; FULL FAITH AND CREDIT OBLIGATION

Section 3.1 Agency Rent Payments. Each Agency Rent Payment shall consist of an Agency Principal Component and/or an Agency Interest Component as set forth in Exhibit D to this Local Agency Financing Lease. Interest shall accrue and be calculated as determined by the State Treasurer, which determination shall be binding and conclusive against the Local Agency, absent manifest error. Each Agency Rent Payment shall be paid to or upon the order of the State Treasurer by electronic funds transfer (or by other means acceptable to the State Treasurer) in lawful money of the United States of America at such place as the State Treasurer shall direct in writing not less than 10 Business Days prior to the Agency Rent Payment Date. Payments of Additional Rent shall be made to or upon the order of the State Treasurer. Each Agency Rent

Payment shall be applied first to the Agency Interest Component, and then to the Agency Principal Component.

The Agency Rent Payments and Additional Rent for each rental payment period during the term of this Local Agency Financing Lease shall constitute the total rental due for such period, and shall be paid for and in consideration of the use and occupancy and continued quiet enjoyment of the Property for such period. The Parties have determined and agreed that such total rental does not exceed the fair rental value of the Property for each such rental period, given the purposes, terms and provisions of this Local Agency Financing Lease. Anything herein to the contrary notwithstanding, the Local Agency waives any right that it may have under the laws of the State to a rebate or repayment of any portion of such rental in the event that there is substantial interference with the use or right to possession by the Local Agency of the Property or any portion thereof as a result of material damage, destruction or condemnation.

Section 3.2 Sources of Payment of Agency Rent Payments.

(a) *Local Agency Financing Lease.* The Local Agency acknowledges and agrees that the State is subleasing the Property from the Corporation for and on behalf of the Local Agency. Concurrently with the execution of this Local Agency Financing Lease, the State shall execute and deliver the Master Financing Lease with the Corporation, pursuant to which the State agrees to make Rent Payments for the sublease of the Property for and on behalf of the Local Agency, at such times and in such amounts as provided therein, that will be sufficient in the aggregate to refinance the Project Costs of the Project being refinanced by the Local Agency, but only to the extent such Project Costs are refinanced under the Master Financing Lease. The Agency Rent Payments by the Local Agency under this Local Agency Financing Lease shall be sufficient in the aggregate to pay, on each Rent Payment Date, the Rent Payment for the Property subleased by the State from the Corporation for and on behalf of the Local Agency under the Master Financing Lease. The Local Agency pledges its full faith and credit to make the Agency Rent Payments that are required to be paid to the State under this Local Agency Financing Lease.

Rent Payments allocable to Project Costs, or the refinancing thereof, of Local Agencies shall be payable by the State solely from Agency Rent Payments to be made by the respective Local Agencies, including the Local Agency, except as otherwise provided in Sections 3.2(c) and 3.2(d) of the Master Financing Lease and Sections 3.2(b) and 3.2(c) of this Local Agency Financing Lease.

(b) *Intercept of Local Agency Share of State Revenues.* In the event that the Local Agency fails to make any payment due under this Local Agency Financing Lease, pursuant to RCW 39.94.030(1), the State Treasurer shall withhold an amount sufficient to make such payment from the Local Agency's share of State revenues or other amounts authorized or required by law to be distributed by the State to the Local Agency; but (i) only if the use of any such revenues or amounts to make such payments is otherwise authorized or permitted by State law, and (ii) only to the extent the Local Agency is otherwise entitled to receive such share of State revenues or other amounts. Such withholding shall continue until all such delinquent payments have been made. Amounts withheld by the State Treasurer pursuant to this Section 3.2(b) shall be applied to make any such payment due under this Local Agency Financing Lease

on behalf of the Local Agency, or to reimburse the State for any such payment made pursuant to Section 3.2(c). The Local Agency authorizes, approves and consents to any such withholding.

(c) *Conditional Payment of Agency Rent Payments.* Upon the failure of the Local Agency to make any Agency Rent Payment at such time and in such amount as required pursuant to this Local Agency Financing Lease, the State shall, to the extent of legally available appropriated funds and subject to any Executive Order reduction, make such payment into the Agency Rent Payment Fund (established under the Master Financing Lease) on behalf of such Local Agency within 15 Business Days after such Agency Rent Payment Date. The Local Agency shall reimburse the State for such payments made on its behalf immediately thereafter and in any case not later than 10 Business Days after such Agency Rent Payment Date, together with interest thereon at a rate equal to the State Reimbursement Rate. Anything herein to the contrary notwithstanding, failure of the Local Agency to reimburse the State Treasurer for any such payment shall not constitute an Agency Event of Default, but the State may institute such legal action and pursue such other remedies against the Local Agency as the State deems necessary or desirable including but not limited to actions for specific performance, injunction and/or the recovery of damages.

(d) *Payments by Local Agency Treasurer.* The treasurer of the Local Agency shall establish and/or maintain a special fund in the “bonds payable” category of accounts of the Local Agency for the purposes of paying the Local Agency’s Agency Rent Payments and Additional Rent. The treasurer of the Local Agency shall remit each Agency Rent Payment to the State on each Agency Rent Payment Date and any Additional Rent when due hereunder from any legally available funds of the Local Agency.

Section 3.3 Net Lease. The obligation of the Local Agency to make Agency Rent Payments from the sources set forth herein and to perform its other obligations hereunder shall be absolute and unconditional. This Local Agency Financing Lease shall be deemed and construed to be a “triple net lease” with respect to the State. The Local Agency shall pay the Agency Rent Payments, Additional Rent and all other amounts due hereunder, as well as taxes, assessments, insurance, utilities, and all normal maintenance and operating costs for the Project, as further described in part in Sections 6.2(k), (l) and (n) of this Local Agency Financing Lease. The Local Agency shall pay such obligations without notice or demand, and without any diminution, reduction, postponement, abatement, counterclaim, defense or set-off as a result of any dispute, claim or right of action by, against among the Local Agency, the State, the Corporation, the Trustee, and/or any other Person, or for any other reason; *provided*, that nothing in this Section 3.3 shall be construed to release or excuse the State from the observance or performance of its obligations hereunder.

Section 3.4 Assignments by the Corporation. The Local Agency acknowledges and agrees that, concurrently with the execution and delivery of this Local Agency Financing Lease, the Corporation will unconditionally assign to the Trustee pursuant to the Master Assignment, without recourse, (i) all of its rights to the Sites pursuant to the Site Leases, (ii) all of its rights to receive the Rent Payments and any Additional Rent under the Master Financing Lease, (iii) its right to take all actions, exercise all remedies, and give all consents under the Site Leases and the Master Financing Lease, (iv) all of its remaining right, title and interest in, to and under the Site Leases, the Master Financing Lease and this Local Agency Financing Lease, and in and to the

Property and any rents or profits from the Property, and (v) its right of access described in the Master Financing Lease, in consideration for the Trustee's causing to be paid to the State Treasurer, as agent of the Corporation, of the proceeds of the sale of the Certificates. The State and the Corporation have acknowledged and agreed that such assignment by the Corporation is intended to be a true sale of the Corporation's right, title and interest, and that upon such assignment the Corporation shall cease to have any rights or obligations under the Site Leases and Master Financing Lease or with respect to the Property, and the Trustee shall thereafter have all the rights and obligations of the Corporation under the Site Leases and Master Financing Lease as if the Trustee had been the original party thereto. Except where the context otherwise requires, every reference in the Site Leases, Master Financing Lease and this Local Agency Financing Lease to the Corporation shall be deemed to be a reference to the Trustee in its capacity as assignee of the Corporation.

ARTICLE IV

OPTIONAL AND EXTRAORDINARY PREPAYMENT OF AGENCY RENT PAYMENTS

Section 4.1 Optional Prepayment. (a) The Local Agency may, at its option and upon approval of the State Treasurer, prepay its Agency Rent Payments then unpaid, in whole or in part on any date, by causing to be deposited with the State Treasurer money and/or Government Obligations in an amount sufficient for the State to provide for the payment or defeasance of the portion of the State's Rent Payments corresponding thereto in accordance with Section 4.1(a) or 4.1(b), respectively, of the Master Financing Lease and to pay any Additional Rent in connection therewith.

(b) The Local Agency shall provide the State Treasurer with not less than 60 days' prior written notice of its intention to prepay any of its Agency Rent Payments, which notice shall specify the date of prepayment, and the amount and the Agency Rent Payment Dates of the Agency Rent Payments to be prepaid. The State Treasurer shall notify the Local Agency within 15 Business Days after receipt of such notice from the Local Agency as to the amount required to be paid in connection with such prepayment or provision for payment of the corresponding Rent Payments, including any Additional Rent in connection therewith. The determination by the State Treasurer of the amount to be paid by the Local Agency shall be binding and conclusive against such Local Agency, absent manifest error.

Section 4.2 Extraordinary Prepayments.

(a) *Eminent Domain; Loss of Title.* The Local Agency shall prepay or cause to be prepaid from eminent domain awards or sale proceeds received pursuant to Section 5.1, and from the net proceeds of title insurance received pursuant to Section 5.2, Agency Principal Components then unpaid, in whole or in part on any date, at a prepayment price equal to the sum of the Agency Principal Components so prepaid, plus accrued interest to the date of prepayment. The aggregate annual Agency Rent Payments for the related Property from and after such prepayment date shall be in approximately equal amounts.

(b) *Insurance Proceeds.* The Local Agency may, at its option and upon approval of the State Treasurer, prepay or cause to be prepaid from net insurance proceeds received pursuant to Section 5.3, Agency Principal Components then unpaid, in whole or in part on any date, at a

prepayment Price equal to the sum of the Agency Principal Components so prepaid, plus accrued interest to the date of prepayment. The aggregate annual Agency Rent Payments for the related Property from and after such prepayment date shall be in approximately equal amounts.

Section 4.3 Revision of Agency Rent Payments upon Prepayment. The Agency Principal Component and Agency Interest Component of the Agency Rent Payment due on each Agency Rent Payment Date on and after the date of any prepayment pursuant to Sections 4.1 or 4.2, as set forth in Exhibit D, shall be reduced by the State Treasurer to reflect such prepayment, in such amounts and on such Agency Rent Payment Dates as the Local Agency shall elect in its written notice to the State Treasurer pursuant to Section 4.1(b).

Section 4.4 Discharge of Agency Local Agency Financing Lease. All right, title and interest of the State and all obligations of the Local Agency under this Local Agency Financing Lease shall terminate and be completely discharged and satisfied (except for the right of the State and the Corporation and the obligation of the Local Agency to have the money and Government Obligations set aside pursuant to Section 4.4(b) applied to make the remaining Agency Rent Payments) when either:

(a) all Agency Rent Payments and all Additional Rent and other amounts due hereunder have been paid in accordance herewith; or

(b) (i) the Local Agency shall have delivered a written notice to the State Treasurer of its intention to prepay all of the Agency Rent Payments remaining unpaid; (ii) the Local Agency shall have caused to be deposited with the State Treasurer (A) money and/or Government Obligations in accordance with Section 4.1; and (B) an Opinion of Counsel to the effect that such actions are permitted under this Local Agency Financing Lease, the Master Financing Lease and the Trust Agreement and will not cause interest evidenced and represented by the Certificates to be includable in gross income for federal income tax purposes under the Code; and (iii) for so long as any Rent Payments remain unpaid, provision shall have been made satisfactory to the Corporation for payment of all Additional Rent.

ARTICLE V

EMINENT DOMAIN; LOSS OF TITLE; DAMAGE AND DESTRUCTION

Section 5.1 Eminent Domain. If all of the Property subleased to the Local Agency pursuant to this Local Agency Financing Lease, or so much of it that the remainder becomes unsuitable for the Local Agency's then-existing needs, is taken under the power of eminent domain (or sold under threat of condemnation), the sublease of the Property pursuant to this Local Agency Financing Lease shall cease as of the day that the Local Agency is required to vacate the Property. If less than all of the Property is taken under the power of eminent domain (or sold under threat of condemnation), and the remainder is suitable for the Local Agency's then-existing needs, as reasonably determined by the State, then this Local Agency Financing Lease shall continue in effect as to the remainder, and the Parties waive any benefits of the law to the contrary. In that event, there shall be no abatement of the rental due from the Local Agency. So long as any Agency Rent Payments under this Local Agency Financing Lease remain unpaid, any eminent domain award and any proceeds of sale under threat of condemnation for all or any part of the Property shall be applied to the prepayment of Agency

Rent Payments as provided in Section 4.2(a). Any award or proceeds in excess of the amount necessary to prepay the Agency Rent Payments, and thereby to prepay or provide for the payment of the corresponding portion of the Rent Payments under the Master Financing Lease, shall be paid to the Corporation, the State and the Local Agency as their respective interests may appear.

Section 5.2 Loss of Title. If there is a loss of title to the Property which is insured under a policy or policies of title insurance, or so much of it that the remainder becomes unsuitable for the Local Agency's then-existing needs, then the Local Agency's sublease of the Property shall cease as of the day that the Local Agency is required to vacate the Property. If there is a loss of title to less than all of the Property, and the remainder is suitable for the Local Agency's then-existing needs, as reasonably determined by the State Treasurer, then this Local Agency Financing Lease shall continue in effect as to the remainder, and the Parties waive any benefits of the law to the contrary. In that event, there shall be no abatement of the rental due from the Local Agency. So long as any Agency Rent Payments under this Local Agency Financing Lease remain unpaid, any payments under any title insurance policy or policies with respect to the Property shall be applied to the prepayment of Agency Rent Payments as provided in Section 4.2(a). Any payment in excess of the amount necessary to prepay such Agency Rent Payments, and thereby to prepay or provide for the payment of the corresponding portion of the Rent Payments due under the Master Financing Lease, shall be paid to the Corporation, the State and the Local Agency as their respective interests may appear.

Section 5.3 Damage or Destruction. If all or any portion of the Property subleased to the Local Agency pursuant to this Local Agency Financing Lease is damaged or destroyed by fire or other casualty, this Local Agency Financing Lease shall not terminate, and there shall be no abatement of the rent due from the Local Agency. So long as any Agency Rent Payments remain unpaid, any payments under the property insurance policy or policies with respect to the Property may be applied to the prepayment of Agency Rent Payments as provided Section 4.2(b), or may be paid to the State Treasurer and applied as provided in Section 5.03 of the Trust Agreement.

ARTICLE VI REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

Section 6.1 Representations and Warranties of the Local Agency. The Local Agency represents and warrants as follows:

(a) The Local Agency is an "other agency" within the meaning of the Act, duly organized and validly existing under the Constitution and laws of the State.

(b) The Local Agency is authorized under the laws of the State and its charter or other constituent document, if any, to enter into and perform its obligations under this Local Agency Financing Lease.

(c) Neither the execution and delivery by the Local Agency of this Local Agency Financing Lease, nor the observance and performance of its terms and conditions, nor the consummation of the transactions contemplated by it, conflicts with or constitutes a breach of or

default under any agreement or instrument to which the Local Agency is a party or by which the Local Agency or its property is bound, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon the Site or the Project, except as expressly provided in this Local Agency Financing Lease and the Master Financing Lease.

(d) The Local Agency has duly authorized, executed and delivered this Local Agency Financing Lease.

(e) This Local Agency Financing Lease constitutes valid and binding general obligation indebtedness of the Local Agency, enforceable against it in accordance with its terms, except as such enforceability may be affected by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting creditors' rights generally, to the application of equitable principles, and to the exercise of judicial discretion in appropriate cases.

(f) The Site and the Project thereon to be designed, acquired and/or constructed pursuant to this Local Agency Financing Lease is essential to the Local Agency's ability to carry out its governmental functions and responsibilities, and the Local Agency expects to make immediate and continuing use of such Property during the term of this Local Agency Financing Lease.

(g) The useful life of the Property is equal to or exceeds the term of this Local Agency Financing Lease.

(h) The obligations of the Local Agency under this Local Agency Financing Lease, together with all other outstanding indebtedness of the Local Agency, do not exceed any statutory or constitutional debt limit applicable to the Local Agency.

(i) The Local Agency is the owner in fee of the Property.

(j) The Local Agency is not in violation of, or subject to any pending or threatened investigation by, any governmental authority under any federal, State or local law, regulation, or ordinance pertaining to the handling, transportation, storage, treatment, usage or disposal of Toxic or Hazardous Substances, air emissions, other environmental matters or any zoning or land use matters with respect to the Property or the Project.

Section 6.2 Covenants and Agreements of the Local Agency. The Local Agency covenants and agrees as follows:

(a) *Preservation of Existence.* The Local Agency will do or cause to be done all things necessary to preserve its existence as an "other agency" within the meaning of the Act.

(b) *Budget.* The Local Agency shall take such action as may be necessary to include all the Agency Rent Payments and Additional Rent due hereunder in its annual budget and to make any necessary appropriations for all such Agency Rent Payments and Additional Rent.

(c) *Levy of Taxes.* If and to the extent authorized by law, the Local Agency covenants that it will levy taxes in such amounts and at such times as shall be necessary, within and as a part of the tax levy, if any, permitted to be made by the Local Agency without a vote of

its electors, to provide funds, together with other legally available money, sufficient to make the Agency Rent Payments and the other payments required under this Local Agency Financing Lease.

(d) *Notice of Nonpayment.* The Local Agency shall give written notice to the State Treasurer and the Corporation prior to any Agency Rent Payment Date if the Local Agency knows prior to such date that it will be unable to make all or any portion of the Agency Rent Payment due on such date.

(e) *Tax-Exemption.* The Local Agency shall not make any use of the proceeds of this Local Agency Financing Lease or the Certificates or of any other amounts, regardless of the source, or of any property, and shall not take or refrain from taking any action, that would cause the Master Financing Lease or the Certificates to be “arbitrage bonds” within the meaning of Section 148 of the Code. The Local Agency shall not use or permit the use of the Property or any part thereof by any Person other than a “governmental unit” as that term is defined in Section 141 of the Code, in such manner or to such extent as would result in the loss of the exclusion from gross income for federal income tax purposes of the Interest Component of the Rent Payments under Section 103 of the Code. The Local Agency shall not make any use of the proceeds of this Local Agency Financing Lease or the Certificates or of any other amounts, and shall not take or refrain from taking any action, that would cause the Master Financing Lease or the Certificates to be “federally guaranteed” within the meaning of Section 149(b) of the Code or “private activity bonds” within the meaning of Section 141 of the Code, or “hedge bonds” within the meaning of Section 149 of the Code. To that end, for so long as any Agency Rent Payments remain unpaid, the Local Agency, with respect to such proceeds and other amounts, will comply with all requirements under such Sections and all applicable regulations of the United States Department of the Treasury promulgated thereunder. The Local Agency will at all times do and perform all acts and things permitted by law which are necessary or desirable in order to assure that the Interest Components of the Rent Payments will not be included in gross income of the Owners of the Certificates for federal income tax purposes under the Code, and will take no action that would result in such interest being so included. The Local Agency shall comply with the applicable provisions of the Tax Certificate.

(f) *No Liens, Assignments or Subleases.* The Local Agency shall not create, incur or assume any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property or any part thereof, except for Permitted Encumbrances. The Local Agency shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Local Agency shall not grant, sell, transfer, assign, pledge, convey, mortgage, pledge, sublet or otherwise dispose of any of the Property or any interest therein during the term of this Local Agency Financing Lease, and any such attempted grant, sale, transfer, assignment, pledge, conveyance or disposal shall be void.

(g) *Performance.* The Local Agency shall punctually pay the Agency Rent Payments and Additional Rent in conformity with the terms and provisions of this Local Agency Financing Lease, and will faithfully observe and perform all the covenants, terms and other obligations contained herein required to be observed and performed by the Local Agency. The Local Agency will not suffer or permit any default to occur hereunder, or do or permit anything to be

done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission or refraining from doing anything, would or might be ground for cancellation or termination of this Local Agency Financing Lease.

(h) *Further Assurances.* The Local Agency will preserve and protect the rights of the State hereunder, and will warrant and defend such rights against all claims and demands of all Persons. The Local Agency will promptly execute, make, deliver, file and record any and all further assurances, instruments and agreements, and do or cause to be done such other and further things, as may be necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming to the State the rights and benefits provided to it hereunder.

(i) *Use of Property.* During the term of this Local Agency Financing Lease, the Local Agency will use the Property for the purposes of performing one or more of its essential governmental functions or responsibilities.

(j) *Financial Statements.* The Local Agency shall prepare annual financial statements and obtain audits thereof as required by law. Upon the Written Request of the State Treasurer, the Local Agency shall provide the State Treasurer with a copy of its most recent audited and unaudited financial statements.

(k) *Maintenance; Repairs.* For so long as the Local Agency is in possession of the Property, the Local Agency shall be solely responsible for the maintenance and repair, both ordinary and extraordinary, of the Property. The Local Agency will (i) keep and maintain the Property in good repair and condition, protect the same from deterioration other than normal wear and tear, and pay or cause to be paid all charges for utility services to the Property; (ii) comply with the requirements of applicable laws, ordinances and regulations and the requirements of any insurance or self-insurance program required under Section 6.2(n) in connection with the use, occupation and maintenance of the Property; (iii) obtain all permits and licenses, if any, required by law for the use, occupation and maintenance of the Property; and (iv) pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance of the Property.

(l) *Impositions.* If during the term of this Local Agency Financing Lease, any Imposition is imposed or incurred in connection with the sublease of the Property by the Corporation to the State, or by the State to the Local Agency, or the ownership, operation, possession or use of the Property by the Corporation, the State or the Local Agency, or the payment of the Agency Rent Payments by the Local Agency, or the payment of the Rent Payments payable therefrom by the State, the Local Agency shall pay all such Impositions when due. The Local Agency at its own expense may contest any such Impositions until it obtains a final administrative or judicial determination with respect thereto, unless the Property is encumbered by any levy, lien or any other type of encumbrance because of the Local Agency's failure to pay such Impositions. If the Corporation or the State pays any such Impositions for which the Local Agency is responsible or liable hereunder, the Local Agency shall reimburse the Corporation or the State for such payments as Additional Rent.

(m) *Hazardous Substances.*

(i) *Use.* The Property does not currently violate, and neither the Local Agency nor its officers, agents, employees, contractors, or invitees, shall use the Property in a manner that violates, any applicable federal, state or local law, regulation or ordinance, including, but not limited to, any such law, regulation or ordinance pertaining to air and water quality, the handling, transportation, storage, treatment, usage and disposal of Toxic or Hazardous Substances, air emissions, other environmental matters, and all zoning and other land use matters. The Local Agency shall not cause or permit the release or disposal of any Toxic or Hazardous Substances on or from the Property.

(ii) *Indemnity.* The Local Agency, to the extent permitted by law, agrees to protect, indemnify, defend (with counsel satisfactory to the Local Agency) and hold the State, the Corporation and the Trustee, and their respective directors, officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, expenses, liabilities or losses arising out of or in any way relating to the presence, release or disposal of Toxic or Hazardous Substances on or from the Property; *provided, however*, that the Local Agency shall not be obligated to indemnify such parties, in its capacity as Lessor under the Site Lease, from any such claims, judgments, damages, penalties, fines, expenses, liabilities or losses relating to the presence, release or disposal of Toxic or Hazardous Substances on or from the Property occurring when the Local Agency is not or was not in possession of the Property. Such indemnity shall include, without limitation, costs incurred in connection with:

(A) Toxic or Hazardous Substances present or suspected to be present in the soil, groundwater or soil vapor on or under the Property; or

(B) Toxic or Hazardous Substances that migrate, flow, percolate, diffuse, or in any way move onto or under the Property; or

(C) Toxic or Hazardous Substances present on or under the Property as a result of any discharge, dumping, spilling (accidental or otherwise) onto the Property by any person, corporation, partnership, or entity other than the Local Agency, its officials, officers, employees or agents.

The indemnification provided by this subsection shall also specifically cover, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party because of the presence or suspected presence of Toxic or Hazardous Substances in the soil, groundwater, or soil vapor on or under the Property. Such costs may include, but not be limited to, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Property, sums paid in settlements of claims, attorney's fees, consultants fees, and expert fees.

(iii) *Notification Requirements.* The Local Agency shall promptly notify the other Parties in writing of all spills or releases of any Toxic or Hazardous Substances, all

failures to comply with any federal, state, or local law, regulation or ordinance, all inspections of the Property by any regulatory entity concerning the same, all notices, orders, fines or communications of any kind from any governmental entity or third party that relate to the existence of or potential for environmental pollution of any kind existing on or resulting from the use of the Property or any activity conducted thereon, and all responses or interim cleanup action taken by or proposed to be taken by any government entity or private party on the Property.

Upon request by any Party, the Local Agency shall provide such Party with a written report (A) listing the Toxic or Hazardous Substances that were used or stored on the Property; (B) discussing all releases of Toxic or Hazardous Substances that occurred or were discovered on the Property and all compliance activities related to Toxic or Hazardous Substances, including all contacts with and all requests from third parties for cleanup or compliance; (C) providing copies of all permits, manifests, business plans, consent agreements or other contracts relating to Toxic or Hazardous Substances executed or requested during that time period; and (D) including such other information requested by such Party.

(iv) *Inspection Rights.* The Parties, and their officers, employees and agents, shall have the right, but not the duty, to inspect the Property and the Local Agency's relevant environmental and land use documents at any time and to perform such tests on the Property as are reasonably necessary to determine whether the Local Agency is complying with the terms of this Local Agency Financing Lease. The Local Agency shall be responsible for paying for any testing that is conducted if the Local Agency is not in compliance with this Local Agency Financing Lease and such Party has reason to believe such noncompliance is due to the Local Agency's operations or use of the Property. If the Local Agency is not in compliance with this Local Agency Financing Lease, such Party, without waiving or releasing any right or remedy it may have with respect to such noncompliance, shall have the right to immediately enter upon the Property to remedy any contamination caused by the Local Agency's failure to comply notwithstanding any other provision of this Local Agency Financing Lease. The Party shall use reasonable efforts to minimize interference with the Local Agency's business but shall not be liable for any interference caused thereby.

(v) *Corrective Action.* In the event any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work ("Remedial Work") of any kind is necessary under any applicable federal, state or local laws, regulations or ordinances, or is required by any governmental entity or other third person because of or in connection with the presence or suspected presence of Toxic or Hazardous Substances on or under the Property, the Local Agency shall assume responsibility for all such Remedial Work and shall promptly commence and thereafter diligently prosecute to completion all such Remedial Work. The Local Agency shall pay for all costs and expenses of such Remedial Work, including, without limitation, the Party's reasonable attorneys' fees and costs incurred in connection with monitoring or review of such Remedial Work. In the event the Local Agency shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, such Party may, but shall not be required to, cause such Remedial Work to be performed

and all costs and expenses thereof, or incurred in connection therewith, shall become immediately due and payable as Additional Rent due to the State from the Local Agency.

(n) *Insurance.*

(i) The Local Agency shall maintain, or cause to be maintained, in full force and effect, comprehensive general liability insurance with respect to the Property in such amounts as may be reasonably determined by the Local Agency from time to time but in any event not less than \$1,000,000 per occurrence, or such greater amount as the State Treasurer may reasonably require from time to time. Such insurance may be carried under a blanket policy with umbrella coverage. Such insurance shall cover any and all liability of the Local Agency and its officials, officers, employees and volunteers. Such insurance shall include (A) coverage for any accident resulting in personal injury to or death of any person and consequential damages arising therefrom; and (B) comprehensive property damage insurance.

(ii) The Local Agency shall maintain or cause to be maintained in full force and effect fire and extended coverage insurance with respect to the Property in such amounts and covering such risks as the Local Agency may reasonably determine from time to time, but in any event not less than the aggregate amount of the Agency Principal Components of Agency Rent Payments due hereunder which remain unpaid. Such insurance may be carried under a policy or policies covering other property of the Local Agency. Such property insurance shall be "all risk" insurance, and shall cover physical loss or damage as a result of fire, lightning, theft, vandalism, malicious mischief, flood, earthquake, and boiler and machinery; provided, that the State Treasurer may waive the requirement for earthquake or flood insurance if it determines, in its reasonable discretion, that the same is not available from reputable insurers and commercially reasonable rates. Such extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as the Local Agency may reasonably determine from time to time. Such policies of insurance shall provide that all proceeds thereunder shall be payable to the Trustee, as assignee of the Corporation, pursuant to a lender's loss payable endorsement in a form approved in writing by the State Treasurer, which approval shall not be unreasonably withheld or delayed. The net proceeds of such insurance shall be applied as provided in Section 5.03 of the Trust Agreement. Such insurance may at any time include a deductible of not to exceed \$5,000 for losses in any year, or such greater amount as the State Treasurer may approve in writing.

(iii) The insurance required under paragraphs (i) and (ii) above (A) shall be provided by a financially responsible insurance company authorized to do business in the State; (B) except for the insurance required under paragraph (ii) above and as provided in paragraph (iv) below, shall name the State and the Trustee as additional insureds thereunder; (C) shall provide that the same may not be canceled or given notice of non-renewal, nor shall the terms or conditions thereof be altered, amended or modified, without at least 45 days' prior written notice being given by the insurer to the State Treasurer; and (D) may be provided in whole or in part through a funded program of self-insurance reviewed at least annually by an insurance actuary.

(iv) In the event that the Local Agency provides the insurance required under paragraph (i) above through its membership in a local government risk pool established under chapter 48.62 RCW, the State and the Trustee shall not be required to be named as additional insureds under such insurance; provided, however, that in such event the Local Agency agrees to protect, indemnify, and hold the State and the Trustee harmless from any claims, judgments, damages, expenses and losses covered by such insurance.

(v) A certificate of insurance with respect to the required coverages shall be provided by the Local Agency to the State Treasurer annually on or prior to December 1 with respect to any required insurance maintained pursuant hereto.

(vi) Unless otherwise agreed by the State, the Local Agency shall obtain a policy or policies of title insurance on the Property, subject only to Permitted Encumbrances, in an amount equal to the aggregate amount of Agency Rent Payments to become due hereunder, payable to the State and the Trustee, in a form and from a provider approved in writing by the State Treasurer, which approval shall not be unreasonably withheld or delayed. The proceeds received under any such policy shall be applied as provided in Section 5.2.

(vii) The Local Agency will pay or cause to be paid when due the premiums for all insurance policies required by this Section 6.2(n).

ARTICLE VII EVENTS OF DEFAULT; REMEDIES

Section 7.1 Agency Event of Default. Each of the following shall constitute an “Agency Event of Default” hereunder:

(a) Failure by the Local Agency to pay or cause to be paid any Agency Rent Payment required to be paid hereunder within ten 10 Business Days of the respective Agency Rent Payment Date;

(b) Failure by the Local Agency to observe or perform any covenant, agreement, term or condition on its part to be observed or performed hereunder, other than as set forth in paragraph (a) above, for a period of 30 days after written notice from the State or the Trustee to the Local Agency specifying such failure and requesting that it be remedied; *provided, however*, that such period shall be extended for an additional 60 days if such failure cannot be corrected within such period, and the corrective action is commenced by the Local Agency within such period and diligently pursued until the failure is corrected;

(c) If any statement, representation, or warranty made by the Local Agency in this Local Agency Financing Lease or in any writing delivered by the Local Agency pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect;

(d) If the Local Agency shall abandon or vacate the Property; and

(e) Inability of the Local Agency to generally pay its debts as such debts become due, or admission by the Local Agency, in writing, of its inability to pay its debts generally, or the

making by the Local Agency of a general assignment for the benefit of creditors, or the institution of any proceeding by or against the Local Agency seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, reimbursement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or for appointment of a receiver, trustee, or other similar officer of it or any substantial part of its property, or the taking of any action by the Local Agency to authorize any of the actions set forth above in this Section 7.1(e).

(f) If an event of default shall occur under any Additional Financing Lease Agreement.

Notwithstanding the foregoing provisions of this Section 7.1, if by reason of *force majeure* the Local Agency is unable in whole or in part to carry out the covenants, agreements, terms and conditions on its part contained in this Local Agency Financing Lease, the Local Agency shall not be deemed in default during the continuance of such inability. The term “*force majeure*” means the following: acts of God; strikes; lockouts or other industrial disturbances or disputes; acts of public enemies; orders or restraints of any kind of the government of the United States of America or any of its departments, agencies or officials, or of its civil or military authorities; orders or restraints of the State or of any of its departments, agencies or officials or civil or military authorities of the State; wars, rebellions, insurrections; riots; civil disorders; blockade or embargo; landslides; earthquakes; fires; storms; droughts; floods; explosions; or any other cause or event not within the control of the Local Agency.

The State Treasurer, with the prior written consent of the Corporation, may, at its election, waive any default or Agency Event of Default and its consequences hereunder and annul any notice thereof by written notice to the Local Agency to such effect, and thereupon the respective rights of the Parties hereunder shall be as they would have been if such default or Agency Event of Default had not occurred.

Section 7.2 Rights of State Following Agency Event of Default. Whenever an Agency Event of Default hereunder shall have occurred and be continuing, the State shall have the following rights and may exercise any one or more of the following remedies:

(a) *Continuation; Reentry and Reletting.* The State may continue this Local Agency Financing Lease in full force and effect, and (i) collect rent and other amounts as they become due hereunder, (ii) enforce every other term and provision hereof to be observed or performed by the Local Agency, and (iii) exercise any and all rights of entry and reentry upon the Property. In the event that the State does not elect to terminate this Local Agency Financing Lease in the manner provided pursuant to paragraph (b) of this Section, the Local Agency agrees to observe and perform all terms and provisions herein to be observed or performed by it, and, if the Property is not relet, to pay the full amount of the rent and other amounts due hereunder for the term of this Local Agency Financing Lease, or, if the Property or any part thereof is relet, to pay any deficiency that results therefrom, in each case at the same time and in the same manner as otherwise provided herein, and notwithstanding any reentry or reletting by the State, or suit in unlawful detainer or otherwise brought by the State for the purpose of effecting such re-entry or obtaining possession of all or any part of the Property. Should the State elect to re-enter or

obtain possession of all or any part of the Property, the Local Agency hereby irrevocably appoints the State as the Local Agency's agent and attorney-in-fact (i) to relet the Property, or any part thereof, from time to time, either in the name of the State or otherwise, upon such terms and conditions and for such use and period as the State may determine in its discretion, (ii) to remove all persons in possession thereof and all personal property whatsoever situated upon the Property, and (iii) to place such personal property in storage in any warehouse or other suitable place for the Local Agency in the county in which such personal property is located, for the account of and at the expense of the Local Agency. The Local Agency shall be liable for, and hereby agrees to pay the State, the State's costs and expenses in connection with reentry of the Property, removal and storage of any personal property, and reletting of the Property. The Local Agency hereby agrees that the terms of this Local Agency Financing Lease constitute full and sufficient notice of the right of the State to reenter and relet the Property or any part thereof without effecting a surrender or termination of this Local Agency Financing Lease. Termination of this Local Agency Financing Lease upon an Agency Event of Default shall be effected solely as provided in paragraph (b) of this Section. The Local Agency further waives any right to, and releases, any rental obtained by the State upon reletting in excess of the rental and other amounts otherwise due hereunder.

(b) *Termination.* The State may terminate this Local Agency Financing Lease, but solely upon written notice by the State to the Local Agency of such election. No notice to pay rent, notice of default, or notice to deliver possession of the Property or of any part thereof, nor any entry or reentry upon the Property or any part thereof by the State, nor any proceeding in unlawful detainer or otherwise brought by the State for the purpose of effecting such reentry or obtaining possession, nor any surrender of the Property or any part thereof by the Local Agency, nor any other act shall operate to terminate this Local Agency Financing Lease, and no termination of this Local Agency Financing Lease on account of a Master Financing Lease Event of Default shall be or become effective by operation of law or acts of the Parties or otherwise, unless and until such notice of termination shall have been given by the State. Upon such termination, the State may (i) reenter the Property or any part thereof and remove all persons in possession thereof and all personal property whatsoever situated upon the Property, and (ii) place such personal property in storage in any warehouse or other suitable place for the Local Agency in the county in which such personal property is located, for the account of and at the expense of the Local Agency. Upon such termination, the Local Agency's right to possession of the Property shall terminate, and the Local Agency shall surrender possession thereof to the State. In the event of such termination, the Local Agency shall remain liable to the State for damages in an amount equal to the rent and other amounts that would have been due hereunder for the balance of the term hereof, less the net proceeds, if any, of any reletting of the Property or any part thereof by the State subsequent to such termination, after deducting the expenses incurred by the State in connection with any such reentry, removal and storage of personal property, and reletting. The State shall be entitled to collect damages from the Local Agency on the respective Agency Rent Payment Dates.

(c) *Other Remedies.* In addition to the other remedies set forth in this Section, upon the occurrence and continuance of an Agency Event of Default, the State shall be entitled to proceed to protect and enforce the rights vested in them by this Local Agency Financing Lease or by law. The terms and provisions of this Local Agency Financing Lease and the duties and obligations of the Local Agency hereunder, and the officers and employees thereof, shall be

enforceable by the State by an action at law or in equity, for damages or for specific performance, or for writ of mandate, or by other appropriate action, suit or proceeding in any court of competent jurisdiction. Without limiting the generality of the foregoing, the State shall have the right to bring the following actions:

(i) Accounting. By action or suit in equity to require the Local Agency and its officers and employees to account as the trustee of an express trust;

(ii) Injunction. By action or suit in equity to enjoin the violation of the rights of the State.

(iii) Mandate. By writ of mandate or other action, suit or proceeding at law or in equity to enforce the State's rights against the Local Agency and its officers and employees, and to compel the Local Agency to perform and carry out its duties and obligations under the law and its covenants and agreements with the State as provided herein.

In the event that the State shall prevail in any action, suit or proceeding brought to enforce any of the terms of provisions of this Local Agency Financing Lease, the Local Agency shall be liable for the reasonable attorneys' fees of the State in connection therewith.

The Local Agency hereby waives any and all claims for damages caused or which may be caused by the State in reentering and taking possession of the Property or any part thereof as provided herein, and all claims for damages that may result from the destruction of or injury to the Property or any part thereof, and all claims for damages to or loss of any personal property that may be in or upon the Property.

Section 7.3 No Remedy Exclusive; Non-Waiver. No remedy conferred upon or reserved to the State hereunder or under applicable law is intended to or shall be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Local Agency Financing Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or remedy accruing upon a default or an Agency Event of Default hereunder shall impair any such right or remedy or shall be construed to be a waiver of such default or Agency Event of Default, but any such right or remedy may be exercised from time to time and as often as may be deemed necessary or expedient. In order to exercise any remedy reserved to the State hereunder, it shall not be necessary to give any notice, other than such notice as may be required hereunder. A waiver by the State of any default or Agency Event of Default hereunder shall not constitute a waiver of any subsequent default or Agency Event of Default, and shall not affect or impair the rights or remedies of the State Treasurer in connection with any such subsequent default or Agency Event of Default.

No acceptance of less than the full amount of a rental payment due hereunder shall constitute an accord and satisfaction or compromise of any such payment unless the State specifically agrees to such accord and satisfaction or compromise in writing.

Section 7.4 Default by State. Anything herein to the contrary notwithstanding, the State shall not be in default in the observance or performance of any of the covenants, agreements, terms or conditions to be observed or performed by it hereunder unless and until the

State shall have failed to observe or perform such covenant, agreement, term or condition for a period of 60 days after written notice by the Local Agency to the State Treasurer specifying such failure and requesting that it be remedied; *provided, however*, that such period shall be extended for such additional time as shall be reasonably required to correct such failure if corrective action is commenced by the State within such period and diligently pursued until the failure is corrected.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 8.1 Indemnification of State and the Corporation. To the extent permitted by law, the Local Agency hereby releases the State and the Corporation from, agrees that the State and the Corporation shall not be liable for, and agrees to indemnify and hold the State and the Corporation and their respective directors, officers, officials, employees, and agents harmless from, any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever arising out of the ownership or operation of the Property or the design, acquisition, construction, financing or refinancing thereof. To the extent permitted by law, the Local Agency agrees to indemnify and hold the State and the Corporation and their respective directors, officers, officials, employees, and agents harmless from any losses, costs, charges, expenses (including reasonable attorneys' fees), judgments and liabilities incurred by it or them, as the case may be, in connection with any action, suit or proceeding instituted or threatened in connection with the transactions contemplated by this Local Agency Financing Lease or the exercise of rights or the performance of duties of the State or the Corporation under this Local Agency Financing Lease, the Master Financing Lease or the other Series 2022B Agreements, except to the extent caused by the gross negligence or willful misconduct of such indemnified party. The indemnification provided in this Section 8.1 shall survive the final payment of the Agency Rent Payments and the termination of this Local Agency Financing Lease for any reason.

Section 8.2 Term. If on _____ (the "Scheduled Termination Date"), all amounts due hereunder shall not have been paid or the payment thereof duly provided for pursuant to Section 4.4, then the term of this Local Agency Financing Lease shall be extended until 10 days after all amounts due hereunder shall have been paid or the payment thereof so provided for, except that the term of this Local Agency Financing Lease shall in no event be extended more than five years beyond the Scheduled Termination Date. If prior to the Scheduled Termination Date, all amounts due hereunder shall have been paid or the payment thereof so provided for, the term of this Local Agency Financing Lease shall end 10 days thereafter or 10 days after written notice by the Local Agency to the State Treasurer, whichever is earlier.

Section 8.3 Termination. The Local Agency agrees, upon the termination of this Local Agency Financing Lease, to quit and surrender the Property (i) in the same good order, condition and repair as the same was in at the time of commencement of the term hereunder, except for acts of God and reasonable wear and tear, that affect the condition of the Property; and (ii) free and clear of all leases, occupancies, liens and encumbrances, other than those existing as of the Dated Date or subsequently created in accordance herewith. The Local Agency agrees that any permanent improvements and structures existing upon the Property at the time of such termination of this Local Agency Financing Lease shall remain thereon. The Local Agency shall

thereafter execute, acknowledge and deliver to the State such instruments of further assurance as in the reasonable opinion of the State Treasurer are necessary or desirable to confirm the State's leasehold right, title and interest in and to the Property.

Section 8.4 Notices to Agency. The notice address for the Local Agency shall be as set forth in the Notice of Intent.

STATE OF WASHINGTON OFFICE OF THE
STATE TREASURER

By _____
Treasurer Representative

KEY PENINSULA METROPOLITAN PARK
DISTRICT, PIERCE COUNTY, WASHINGTON
as Local Agency

By _____
Authorized Agency Representative

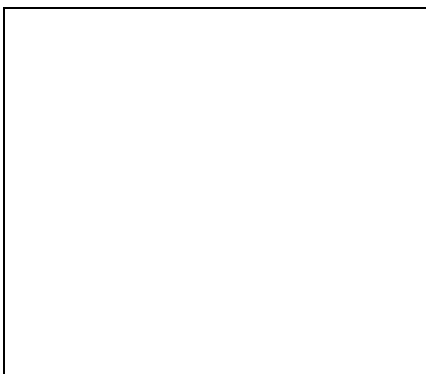
By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that JASON P. RICHTER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Deputy State Treasurer Debt Management of the STATE OF WASHINGTON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

Print Name _____
(Legibly Print or Stamp Name of Notary)

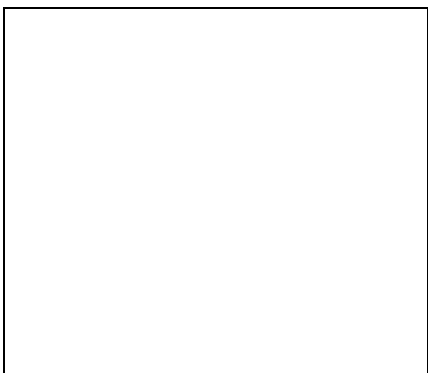
Notary public in and for the state of Washington, residing at

My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that [s]he signed this instrument, on oath stated that [s]he was authorized to execute the instrument and acknowledged it as _____ of KEY PENINSULA METROPOLITAN PARK DISTRICT, PIERCE COUNTY, WASHINGTON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

Print Name _____
(Legibly Print or Stamp Name of Notary)

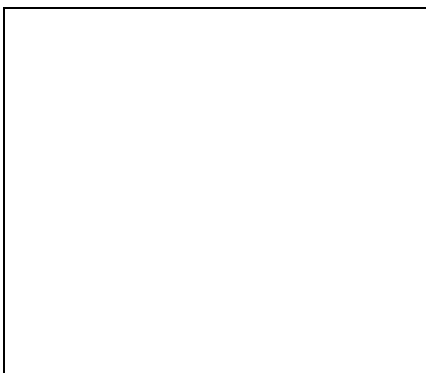
Notary public in and for the state of Washington, residing at

My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that [s]he signed this instrument, on oath stated that [s]he was authorized to execute the instrument and acknowledged it as _____ of KEY PENINSULA METROPOLITAN PARK DISTRICT, PIERCE COUNTY, WASHINGTON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

Print Name _____
(Legibly Print or Stamp Name of Notary)

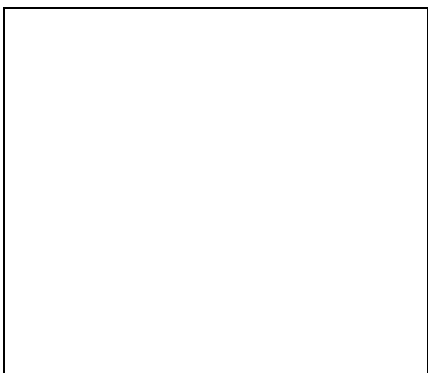
Notary public in and for the state of Washington, residing at

My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that [s]he signed this instrument, on oath stated that [s]he was authorized to execute the instrument and acknowledged it as _____ of KEY PENINSULA METROPOLITAN PARK DISTRICT, PIERCE COUNTY, WASHINGTON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____



(Use this space for notarial stamp/seal)

(Signature of Notary)

Print Name _____
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington, residing at

My commission expires _____

EXHIBIT A

NOTICE OF INTENT

EXHIBIT B

CERTIFICATE DESIGNATING AUTHORIZED AGENCY REPRESENTATIVE

EXHIBIT C

LEGAL DESCRIPTION

EXHIBIT D

AGENCY RENT PAYMENTS

Attachment 13: Key Pen Metro Parks – Tax Certificate – COPs 2022B

LOCAL AGENCY TAX CERTIFICATE (Real Property)

This Local Agency Tax Certificate is executed and delivered by KEY PENINSULA METROPOLITAN PARK DISTRICT, PIERCE COUNTY, WASHINGTON, a municipal corporation (the “Local Agency”) of the State of Washington (the “State”), in connection with the Local Agency Financing Lease by and between the State, acting by and through the State Treasurer, and the Local Agency dated the Dated Date (the “Local Agency Financing Lease”), under which the Local Agency is obligated to make Agency Rent Payments, including principal components thereof in the aggregate amount of \$[500,000] plus issuance costs allocable to the Local Agency. The Authorized Agency Representatives certify as follows:

1. General.

1.1 **Purpose of Certificate.** The State intends to cause the execution and delivery of Certificates of Participation, Series 2022B (State and Local Agency Real and Personal Property) (the “Certificates”), dated, delivered and paid for on the same date as the date of this certificate (the “issue date”), evidencing undivided and proportionate interests in Rent Payments of the State payable under a Master Financing Lease. A portion of the principal and interest components of such Rent Payments are payable from Agency Rent Payments on the Local Agency Financing Lease. This certificate is executed to establish the facts, estimates and circumstances in existence on the issue date and the bona fide reasonable expectations of the Local Agency on the issue date as to future events in connection with the Local Agency Financing Lease and the Certificates for the purposes of the applicable provisions of the Internal Revenue Code of 1986, as amended (the “Code”), and applicable Treasury Regulations under Sections 103, 141 and 148-150 of the Code.

1.2 **Defined Terms.** Capitalized words used but not otherwise defined in this certificate have the meaning set forth in Appendix 1 to the Local Agency Financing Lease. For the purposes of this certificate, the term “proceeds of the Certificates” shall mean and refer to those sale and investment proceeds of the Certificates that are allocated and made available by the State Treasurer to the Local Agency for refinancing the costs of the Refinanced Project (defined below).

1.3 **Reasonable Basis for Expectations.** To the best of my knowledge, information and belief, this certificate accurately summarizes the facts, estimates and circumstances in existence on the issue date, and the expectations of the Local Agency on the issue date about future events in connection with the Local Agency Financing Lease and the Certificates are reasonable.

2. Purpose of Financing.

2.1 **Governmental Purpose.** The Local Agency is entering into the Local Agency Financing Lease and the State is issuing the Certificates allocable to the Local Agency to refinance the costs of acquisition of 38.95 acres of property to be used for park purposes (the “Refinanced Project”), as described in more detail in the Local Agency Financing Lease. A

portion of the proceeds of State of Washington Certificates of Participation, Series 2012B (State and Local Agency Real and Personal Property) was used to finance the Refinanced Project.

2.2 No Impermissible Private Business Use. The Refinanced Project will be owned by the Local Agency and used solely for its governmental purposes during the entire term of the Local Agency Financing Lease. The Local Agency will not allow more than 10% of the proceeds of the Certificates (or of a corresponding portion of the Refinanced Project) to be used for any private business use. No more than 5% of the proceeds of the Certificates (or of a corresponding portion of the Refinanced Project) will be used either for any private business use that is unrelated to the governmental purpose of the Local Agency Financing Lease or for any private business use that is related to a governmental purpose of the Local Agency Financing Lease but exceeds the amount of proceeds of the Certificates that are expected to be used for that governmental purpose. No proceeds of the Certificates will be used directly or indirectly by the Local Agency to make or finance loans, except a loan that constitutes a nonpurpose investment within the meaning of Section 148 of the Code.

2.3 Types of Private Business Use Taken Into Account. In making the certification in Section 2.2, the Local Agency is taking into account its reasonable expectations about whether the federal government or any other nongovernmental person will be treated as using the proceeds of the Certificates for private business use as a result of: (i) the ownership of any portion of the property, buildings, facilities, improvements or equipment that will comprise the Refinanced Project; (ii) the lease of any portion of the property, buildings, improvements or equipment that will comprise the Refinanced Project; (iii) the operation or management of any portion of the property, buildings, improvements or equipment (including parking lots or garages, food service facilities, and meeting facilities, for example) that will comprise the Refinanced Project pursuant to a management or service contract that would not comply with the requirements of Internal Revenue Service (“IRS”) Revenue Procedure 2017-13 (or any future guidance provided by the IRS) for “qualified” management or service contracts that are not treated as resulting in “private business use” within the meaning of Section 141 of the Code; and (iv) any other special legal entitlement to use the property, buildings, improvements or equipment that will constitute the Refinanced Project pursuant to any other arrangement similar to those described in clauses (i) through (iii). For this purpose, private business use by a “nongovernmental person” means use of the Refinanced Project by any person other than a State agency or another local government unit of the State, such as use by any federal government agency, any business corporation, partnership, association, nonprofit corporation, or any individual engaged in a trade or business activity under special legal entitlements.

Certain Use Arrangements Not Giving Rise to Private Business Use. However, as permitted by Treasury Regulations §1.141-3(c) and (d), certain uses of the Refinanced Project by a nongovernmental person under certain types of use arrangements may not be treated as giving rise to any private business use within the meaning of Section 141 of the Code. These use arrangements may include, for example, short-term use under arrangements available to the general public on the basis of rates that are generally applicable and uniformly applied, with different rates that may reasonably apply to different classes of users; short-term use arrangements with terms of use not exceeding 100 days that would be treated as general public use except that it is not available to natural persons not engaged in a trade or business; short-term use arrangements with terms of use not exceeding 50 days for specially negotiated, arm's-length,

fair market value rates and charges; use by nongovernmental persons under management or service contracts that are properly structured to constitute “qualified” management contracts under IRS Revenue Procedure 2017-13 (or any future guidance provided by the IRS); use by nongovernmental persons under service contracts that are not treated as management contracts because they are solely incidental to the primary governmental functions of the Refinanced Project; and nonpreferential use of the Refinanced Project by nongovernmental persons as members of the general public.

Measurement of Private Business Use. Further, as required by Treasury Regulations §1.141-3(g), to the extent, if any, that the Refinanced Project may be used for any private business use within the meaning of Section 141 of the Code, the amount of such private business use will be measured on an average basis during a measurement period that commences on the date the Refinanced Project was first placed in service and ends on the final Principal Payment Date of the Local Agency Financing Lease (without regard to optional prepayment dates), which is a period shorter than the reasonably expected economic life of the Refinanced Project as determined under IRS Revenue Procedure 62-21 for structures.

3. Purpose of the Refinancing. The purpose of carrying out the refinancing of the Refinanced Project is to realize interest cost savings for the Local Agency.

4. Other Arbitrage Restrictions.

4.1 No Replacement of Funds Invested in Higher Yielding Investments. No portion of the proceeds of the Certificates will be used directly or indirectly to replace funds of the Local Agency invested in a yield exceeding the yield on the Certificates.

4.2 No Abusive Arbitrage Device. The primary, bona fide governmental purpose of entering into the Local Agency Financing Lease and the issuance of the Certificates allocable to the Local Agency is to refinance the cost of the Refinanced Project. No action is being taken or will be taken in connection with the issuance of the Certificates that has the effect of (i) enabling the Local Agency to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage by investing any portion of the gross proceeds of the Certificates over any period of time, and (ii) overburdening the tax-exempt bond market as a result of entering into the Local Agency Financing Lease in a larger principal amount, entering into the Local Agency Financing Lease earlier, or allowing the Local Agency Financing Lease to remain outstanding longer than is otherwise reasonably necessary to refinance the Refinanced Project.

4.3 No Intent To Earn Impermissible Arbitrage Profit. The Local Agency will not take any intentional action to earn any impermissible arbitrage profit from the investment of gross proceeds of the Certificates.

5. Reliance Upon Local Agency’s Expectations.

The Local Agency acknowledges that the State Treasurer and Certificate Counsel to the State will rely upon the foregoing facts, estimates and circumstances in existence on the issue date and the reasonable expectations of the Local Agency as to future events respecting the use of proceeds of the Certificates to enable them to conclude that it is not expected that proceeds of

the Certificates will be used in any manner that would cause the Certificates to be arbitrage bonds under Section 148 of the Code or private activity bonds under Section 141 of the Code, and for Certificate Counsel to the State to provide their opinion that the Certificates are governmental obligations the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code.

[remainder of page intentionally left blank]

*[Signature page of Local Agency Tax Certificate
of Key Peninsula Metropolitan Park District, Pierce County, Washington – COPs 2022B]*

DATED the Dated Date.

KEY PENINSULA METROPOLITAN PARK
DISTRICT, PIERCE COUNTY, WASHINGTON

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative

By _____
Authorized Agency Representative



Regular Meeting: April 11, 2022

Item # 13a

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Date: April 11, 2022

Subject: Report from WA Department of Natural Resources on Timber Harvest at Key Central Forest

Background

Key Pen Parks has a long-term lease with the WA Department of Natural Resources (DNR) to use the open space known locally as “Key Central Forest” for recreational purposes. The lease outlines that the land is part of the “trust properties” which are designed to be revenue generating to provide funds for schools. As such, Key Pen Parks has been notified of a timber harvest in Key Central Forest in late 2022 or early 2023. DNR will be providing information on the location, process, impacts to recreational use, re-planting plan and more.

Recommendation: None. This is an informational item only.



Regular Meeting: April 11, 2022

Item # 13b

To: Board of Park Commissioners

From: Tracey Perkosky, Executive Director

Date: April 11, 2022

Subject: Approve 2021 Annual Financial Report for Submittal to WA State Auditor's Office

Background

Annually, government entities in Washington State must submit to the State Auditor an Annual Financial Report by the last working day in May, which is May 31, 2022, for this cycle.

The purpose of the Annual Financial Report is to show universal financial transparency among all governmental bodies. In other words, all governments submit the same information. Depending on the complexity of the financial system, the number of funds and the basis of reporting the unique Schedules may change by government. In 2021, Key Pen Parks will submit Schedule 01 (which creates Statement C-4), Schedule 09, and Schedule 19.

Key Pen Parks at the end of 2021 had \$4.3 million in reserve, some of this is funds already allocated for capital projects but as a cash basis government is rolled into the end of year balance. The liabilities include \$500,000 for the GO Bond for the Anderson Property (initial Gateway Park purchase), and \$33,158 in compensated absences. In addition, we received \$223,798 in grant revenues in 2021 for prior year's expenditures.

The pension liability listed in most years is not included in this list because due to the investment portfolio performance the Department of Revenue has positive revenue ("in the black") and therefore we do not have a pension liability for PERS 2/3 to report. There is a PERS 1 pension liability of \$29,114.

Recommendation: Approve the 2021 Annual Financial Report for submittal to the WA State Auditor's Office.

Attachments: Draft report and selected back-up.

Key Peninsula Metropolitan Park District

Schedule 01

For the year ended December 31, 2021

MCAG	Fund #	Fund Name	BARS Account	BARS Name	Amount
1690	001	General Fund	3089100	Unassigned Cash and Investments - Beginning	\$3,219,620
1690	001	General Fund	3111000	Property Tax	\$1,437,622
1690	001	General Fund	3131700	Zoo, Aquarium and Wildlife Facilities Sales and Use Tax	\$245,016
1690	001	General Fund	3111000	Property Tax	\$80,000
1690	001	General Fund	3340270	State Grant from Recreation and Conservation Office	\$223,798
1690	001	General Fund	3476000	Program Fees	\$1,822
1690	001	General Fund	3611100	Investment Earnings	\$1,998
1690	001	General Fund	3624000	Rents and Leases	\$14,931
1690	001	General Fund	3625000	Rents and Leases	\$42,985
1690	001	General Fund	3670000	Contributions and Donations from Nongovernmental Sources	\$2,900
1690	001	General Fund	3699100	Miscellaneous Other	\$2,791
1690	001	General Fund	5768010	General Parks	\$430,625
1690	001	General Fund	5768020	General Parks	\$152,083
1690	001	General Fund	5768030	General Parks	\$77,085
1690	001	General Fund	5768040	General Parks	\$224,010
1690	001	General Fund	5089100	Unassigned Cash and Investments - Ending	\$4,331,404
1690	001	General Fund	5917670	Debt Repayment - Park Facilities	\$35,000
1690	001	General Fund	5927680	Interest and Other Debt Service Cost - Park Facilities	\$23,275

Key Peninsula Metropolitan Park District
Schedule 01 Footing (unaudited)
For Fiscal Year ended December 31, 2021

Fund	Fund Name	Beginning Fund Balance	Total Revenues	Total Expenditures	Ending Fund Balance	Difference Value
001	General Fund	3,219,620	2,053,863	942,078	4,331,404	1
	Grand total:	3,219,620	2,053,863	942,078	4,331,404	1

Key Peninsula Metro Parks District

STATEMENT C-4

FOR COMPARISON USE ONLY, NOT FOR FILING

For Year Ending: December 31, 2021

1 Of 1

BARS CODE	Total For All Funds 001 - General Fund			
		Total Amount	Actual Amount	Actual Amount
Beginning Cash and Investments				
308.21	Nonspendable	0.00	0.00	0.00
308.31	Restricted	0.00	0.00	0.00
308.41	Committed	0.00	0.00	0.00
308.51	Assigned	0.00	0.00	0.00
308.91	Unassigned	3,219,620.12	3,219,620.12	0.00
388/588	Net Adjustments	0.00	0.00	0.00
Revenues				
310	Taxes	1,762,637.88	1,762,637.88	0.00
320	Licenses and Permits	0.00	0.00	0.00
330	Intergovernmental Revenues	223,797.94	223,797.94	0.00
340	Charges for Goods and Services	1,821.80	1,821.80	0.00
350	Fines and Penalties	0.00	0.00	0.00
360	Miscellaneous Revenues	65,604.26	65,604.26	0.00
	Total Revenues:	2,053,861.88	2,053,861.88	0.00
Expenditures				
510	General Government	0.00	0.00	0.00
520	Public Safety	0.00	0.00	0.00
530	Utilities	0.00	0.00	0.00
540	Transportation	0.00	0.00	0.00
550	Natural and Economic Environment	0.00	0.00	0.00
560	Social Services	0.00	0.00	0.00
570	Culture and Recreation	876,664.75	876,664.75	0.00
	Total Expenditures:	876,664.75	876,664.75	0.00
	Excess (Deficiency) Revenues over Expenditures:	1,177,197.13	1,177,197.13	0.00
Other Increases				
391-393, 596	Debt Proceeds	0.00	0.00	0.00
397	Transfers-In	0.00	0.00	0.00
385	Special or Extraordinary Items	0.00	0.00	0.00
386,389	Custodial Activities	0.00	0.00	0.00
381,382,395,398	Other Increases	0.00	0.00	0.00
	Total Other Increases	0.00	0.00	0.00
Other Decreases				
594-595	Capital Expenditures	0.00	0.00	0.00
591-593, 599	Debt Service	58,275.00	58,275.00	0.00
597	Transfers-Out	0.00	0.00	0.00
586, 589	Custodial Activities	7,138.19	7,138.19	0.00
585	Special or Extraordinary Items	0.00	0.00	0.00
581, 582	Other Decreases	0.00	0.00	0.00
	Total Other Decreases	65,413.19	65,413.19	0.00
Increase (Decrease) in Cash and Investments		1,111,783.94	1,111,783.94	0.00
Ending Cash and Investments				
508.21	Nonspendable	0.00	0.00	0.00
508.31	Restricted	0.00	0.00	0.00
508.41	Committed	0.00	0.00	0.00
508.51	Assigned	0.00	0.00	0.00
508.91	Unassigned	4,331,404.06	4,331,404.06	0.00
	Total Ending Cash and Investments	4,331,404.06	4,331,404.06	0.00

The accompanying notes are an integral part of this Statement

Key Peninsula Metropolitan Park District
Fund Balance Comparison (unaudited)
For Fiscal Year ended December 31, 2021

Fund Number	Fund Name	Prior Year Ending Balance	Current Year Beginning Balance	Balance Difference
001	General Fund	3,219,620	3,219,620	0
Grand Total:		3,219,620	3,219,620	0

Key Peninsula Metropolitan Park District
Schedule of Liabilities
For the Year Ended December 31, 2021

ID. No.	Description	Due Date	Beginning Balance	Additions	Reductions	Ending Balance
General Obligation Debt/Liabilities						
251.11	GO Bond	6/1/2032	535,000	-	35,000	500,000
	Total General Obligation Debt/Liabilities:		535,000	-	35,000	500,000
Revenue and Other (non G.O.) Debt/Liabilities						
264.30	Pension Liability		134,096	-	104,982	29,114
259.12	Compensated Absences		36,242	-	3,084	33,158
	Total Revenue and Other (non G.O.) Debt/Liabilities:		170,338	-	108,066	62,272
	Total Liabilities:		705,338	-	143,066	562,272

Key Pen Parks 2021 Year End Accrual Balance Report as of 12-31-2021

Employee									Social Security	MED	PERS	Pay Out
Employee	Position	Status	Accrual Type	As Of	BAL	Rate	Factor	Cost				
Armstrong, Laura Lee	Fiscal Specialist	Full Time	Comp Time	Dec-21	0.13	30.4	1	3.95	\$0.24	\$0.06	\$0.40	\$4.66
Grandt, Veronica L	Event Coordinator/Of	Full Time	Comp Time	Dec-21	13.04	22.03	1	287.27	\$17.81	\$4.17	\$29.45	\$338.69
	Marketing/Grant Coor	Full Time	Comp Time	Dec-21			1		\$0.00	\$0.00	\$0.00	\$0.00
Carson, Nikolas C	Maintenance Assistan	Full Time	Comp Time	Dec-21	4.13	22.03	1	90.99	\$5.64	\$1.32	\$9.33	\$107.28
Vannausdle, Edward G	Interim Field Superv	Full Time	Comp Time	Dec-21	0	28.47	1	0.00	\$0.00	\$0.00	\$0.00	\$0.00
Armstrong, Laura Lee	Fiscal Specialist	Full Time	Sick Pay	Dec-21	60.21	30.4	100%	1,830.38	\$113.48	\$26.54	\$187.61	\$2,158.02
Tracey Perkosky	Executive Director	Full Time	Sick Pay	Dec-21	128	41.96	100%	5,370.88	\$332.99	\$77.88	\$550.52	\$6,332.27
Grandt, Veronica L	Event Coordinator/Of	Full Time	Sick Pay	Dec-21	91.25	22.03	100%	2,010.23	\$124.63	\$29.15	\$206.05	\$2,370.06
	Marketing/Grant Coor	Full Time	Sick	Dec-21			100%		\$0.00	\$0.00	\$0.00	\$0.00
Reyes, Jose A	Maintenance Assistan	Full Time	Sick Pay	Dec-21	13.53	17.79	100%	240.70	\$14.92	\$3.49	\$24.67	\$283.79
Vannausdle, Edward G	Interim Field Superv	Full Time	Sick Pay	Dec-21	214.62	28.47	100%	6,110.23	\$378.83	\$88.60	\$626.30	\$7,203.96
Carson, Nikolas C	Maintenance Supervis	Full Time	Sick Pay	Dec-21	24	22.03	100%	132.18	\$8.20	\$1.92	\$13.55	\$155.84
Wood, Susan	Maintenance Part Time	Part Time	Sick pay PT	Dec-21	0	17.28	100%	0.00	\$0.00	\$0.00	\$0.00	\$0.00
Gleason, Timothy J	Volunteer Coordinator	Full Time	Sick pay PT	Dec-21	4.37	19	100%	83.03	\$5.15	\$1.20	\$8.51	\$97.89
Reyes, Jose A	Maintenance Assistan	Full Time	Vacation	Dec-21	20.65	17.79	100%	367.36	22.78	\$5.33	\$37.65	\$433.12
Downen, Ian J	Maintenance	Part Time	Sick pay PT	Dec-21	0	17.28	25%	0.00	\$0.00	\$0.00	\$0.00	\$0.00
Armstrong, Laura Lee	Fiscal Specialist	Full Time	Vacation	Dec-21	86.49	30.4	1	2,629.30	\$163.02	\$38.12	\$269.50	\$3,099.94
Tracey Perkosky	Executive Director	Full Time	Vacation	Dec-21	47.72	41.96	1	2,002.33	\$124.14	\$29.03	\$205.24	\$2,360.75
Grandt, Veronica L	Event Coordinator/Of	Full Time	Vacation	Dec-21	127.45	22.03	1	5,010.72	\$310.66	\$72.66	\$513.60	\$5,907.64
Gleason, Timothy J	Volunteer Coordinator	Full Time	Vacation	Dec-21	9.31	19	1	176.89	\$10.97	\$2.56	\$18.13	\$208.55
Carson, Nikolas C	Maintenance Assistan	Full Time	Vacation	Dec-21	10.02	22.03	1	220.74	\$13.69	\$3.20	\$22.63	\$260.25
Vannausdle, Edward G	Interim Field Superv	Full Time	Vacation	Dec-21	54.66	28.47	1	1,556.17	\$96.48	\$22.56	\$159.51	\$1,834.72
		Full Time	Vacation	Dec-21			1		\$0.00	\$0.00	\$0.00	\$0.00
Total												\$33,157.43

*Note - enter the allocation percentage as a %, just like it is published in the PEFI. If you have more than one DRS ORG ID number, add the percentages together.

Here is the link to the PEFI

[Annual Financial Reports](#)

Plan	DRS-Schedule of Employer and Nonemployer Allocations		DRS-Schedule of Collective Pension Amounts - 2021	Ending Balance 12/31/2021
	Employer Contributions	Allocation Percentage*		
PERS 1			1,221,234,000	-
PERS 1 UAAL (combine with PERS 1 for reporting)	17,759.64	0.002384%	1,221,234,000	29,114
TRS 1			673,298,000	-
TRS 1 UAAL (combine with TRS 1 for reporting)			673,298,000	-
	17,759.64	Total Net Pension Liability (Schedule 09)		29,114
PERS 2/3	29,046.14	0.003066%	(9,961,609,000)	(305,423)
SERS 2/3			(1,073,697,000)	-
Public Safety ERS 2			(229,739,000)	-
TRS 2/3			(2,748,807,000)	-
LEOFF 1			(3,425,562,000)	-
LEOFF 2			(5,808,414,000)	-
Net Pension Assets (do not net with the liabilities)				(305,423) Assets not reported on Schedule 09

PERS Plans 2/3 — Schedule of Employer Allocations (cont.)

Public Employees' Retirement System Plans 2 and 3

For the Fiscal Year Ended June 30, 2021 — Page 18 of 24

All Other Employers — Employer Allocations

Organization Identification Number	Organization Name	Employer Contributions	Allocation Percentage
0143	Clark-Cowlitz Fire Rescue	\$ 30,252.90	0.003194 %
0109	Cathlamet Town of	30,204.11	0.003189 %
1613	Asotin County Health District	29,801.48	0.003146 %
0444	King County FPD 02	29,743.52	0.003140 %
0559	Mabton City of	29,498.45	0.003114 %
0973	Tenino City of	29,232.60	0.003086 %
1592	Water & Sewer Insurance Pool	29,085.93	0.003070 %
2271	Key Peninsula Metro Park District	29,046.14	0.003066 %
2119	Pacific Conservation District	28,990.88	0.003060 %
1082	Whatcom County FPD 21	28,973.70	0.003059 %
0277	Entiat City of	28,555.20	0.003014 %
0828	Ruston City of	28,396.79	0.002998 %
0711	Pateros City of	28,326.70	0.002990 %
1466	Anacortes Housing Authority	27,720.11	0.002926 %
0918	Spokane County FPD 08	27,718.62	0.002926 %
0495	Kittitas City of	27,694.04	0.002924 %
1563	King County FPD 45	27,480.20	0.002901 %
2038	San Juan Island Park & Recreation District	27,345.73	0.002887 %
0904	Soap Lake City of	27,302.37	0.002882 %
2269	Grant County Port District 01	26,999.74	0.002850 %
1733	Centralia Port of	26,778.09	0.002827 %
0333	Gold Bar City of	26,683.56	0.002817 %
1323	Skagit Council of Governments	26,674.48	0.002816 %
1577	Roslyn City of	26,612.21	0.002809 %
0917	Spokane County FPD 03	26,570.48	0.002805 %
0705	Pasadena Park Irrigation 17	26,308.82	0.002777 %
0268	Electric City City of	26,173.13	0.002763 %
0086	Bridgeport City of	26,083.70	0.002754 %
2220	Franklin County Mosquito Control District	25,998.32	0.002745 %
1686	Tricounty Economic Development District	25,772.97	0.002721 %
0443	King County FPD 16	25,769.04	0.002720 %
0629	Naches Town of	25,743.56	0.002718 %
2051	Eastsound Sewer & Water District	25,577.35	0.002700 %
1618	Mason County FPD 04	25,564.21	0.002699 %
0497	Kittitas County Housing Authority	25,476.87	0.002689 %
0315	Franklin County Irrigation District 01	24,771.92	0.002615 %
1459	Terrace Heights Sewer District	24,552.00	0.002592 %
0824	Royal City City of	24,547.53	0.002591 %
0350	Grant County Noxious Weed Board	24,038.24	0.002538 %
0647	North Bonneville City of	24,007.66	0.002534 %
1709	Pend Oreille County Library District	23,605.66	0.002492 %
2226	Moses Lake Irrigation & Rehabilitation District	23,472.51	0.002478 %
0982	Thurston County FPD 06	23,250.19	0.002454 %

PERS Plan 1 — Schedule of Employer and Nonemployer Allocations (cont.)

Public Employees' Retirement System Plan 1

For the Fiscal Year Ended June 30, 2021 — Page 33 of 40

All Other Employers — Plan 1 UAAL

Organization Identification Number	Organization Name	Employer Contributions	Allocation Percentage
0301	Fidalgo Pool & Fitness Center	\$ 19,349.72	0.002598 %
2292	Snohomish County FPD 21	19,339.22	0.002596 %
0393	Icicle Irrigation District	19,332.09	0.002595 %
0458	King County Law Library	19,298.21	0.002591 %
1810	Snohomish County FPD 22	19,289.94	0.002590 %
2444	Grays Harbor Conservation District	19,243.35	0.002583 %
0148	Clark County FPD 06	19,238.24	0.002583 %
1792	Sunland Water District	19,100.93	0.002564 %
1467	North Country Emergency Medical Services	18,982.95	0.002548 %
1596	Orcas Island Library District	18,768.42	0.002520 %
2599	Lower Columbia Fish Recovery Board	18,546.16	0.002490 %
0143	Clark-Cowlitz Fire Rescue	18,535.69	0.002488 %
0109	Cathlamet Town of	18,475.06	0.002480 %
0828	Ruston City of	18,441.27	0.002476 %
1613	Asotin County Health District	18,228.95	0.002447 %
0444	King County FPD 02	18,174.10	0.002440 %
0559	Mabton City of	18,048.06	0.002423 %
0099	Carbonado Historical School District 019	17,997.14	0.002416 %
0973	Tenino City of	17,905.72	0.002404 %
1592	Water & Sewer Insurance Pool	17,777.98	0.002387 %
2271	Key Peninsula Metro Park District	17,759.64	0.002384 %
2119	Pacific Conservation District	17,758.77	0.002384 %
1082	Whatcom County FPD 21	17,748.08	0.002383 %
0211	Creston School District 073	17,725.22	0.002380 %
0712	Paterson School District 050	17,688.18	0.002375 %
1000	Trout Lake School District 400	17,684.96	0.002374 %
0277	Entiat City of	17,488.44	0.002348 %
0332	Glenwood School District 401	17,392.68	0.002335 %
0711	Pateros City of	17,345.93	0.002329 %
0929	Saint John School District 322	17,195.10	0.002308 %
0495	Kittitas City of	17,165.60	0.002304 %
0918	Spokane County FPD 08	16,969.24	0.002278 %
1466	Anacortes Housing Authority	16,948.63	0.002275 %
1563	King County FPD 45	16,802.36	0.002256 %
2038	San Juan Island Park & Recreation District	16,738.10	0.002247 %
0904	Soap Lake City of	16,725.44	0.002245 %
2269	Grant County Port District 01	16,498.61	0.002215 %
0366	Green Mountain School District 103	16,443.37	0.002207 %
1733	Centralia Port of	16,408.88	0.002203 %
0333	Gold Bar City of	16,347.70	0.002195 %
1323	Skagit Council of Governments	16,325.52	0.002192 %
0917	Spokane County FPD 03	16,276.98	0.002185 %
1577	Roslyn City of	16,263.76	0.002183 %

State of Washington
Date: 10/16/2013
Time: 2:08 pm

Treasury Management System
ReportID: DMCOPPmtSched

Agency Payment Schedule **Dated Date: August 23, 2012 Series: LP_2012B (WASCOP2012B)** **As of 10/16/2013**

Agency: **Key Peninsula Park**

County: Pierce County

Lease Number: 1690 - 2 - 1

Fiscal Agent Account Number: PIE1690-2-1

Property: 38.95 acres (2 parcels) that include a 3,210 sq foot 2-story house, attached garage (576 sq ft), barn (3,840) plus loft, and a 5 car detached garage (1,400 sq ft), pole barn (1,120), and greenhouse (336sq ft).

Principal: 755,000.00 Term (Years): 20.00 Interest Rate: 3.14984 %

Payment Number	Due Date	Scheduled			Date Paid	Paid		Principal Balance*
		Payment	Principal	Interest		Principal	Interest	
1	12/01/2012	11,857.78	0.00	11,857.78	12/01/2012	0.00	11,857.78	755,000.00
2	06/01/2013	41,675.00	25,000.00	16,675.00	06/01/2013	25,000.00	16,675.00	730,000.00
3	12/01/2013	16,300.00	0.00	16,300.00	06/30/2014	25,000.00	16,300.00	705,000.00
4	06/01/2014	41,300.00	25,000.00	16,300.00	12/30/2014		15,925.00	
5	12/01/2014	15,925.00	0.00	15,925.00				
6	06/01/2015	40,925.00	25,000.00	15,925.00				
7	12/01/2015	15,425.00	0.00	15,425.00				
8	06/01/2016	40,425.00	25,000.00	15,425.00				
9	12/01/2016	14,925.00	0.00	14,925.00				
10	06/01/2017	44,925.00	30,000.00	14,925.00				
11	12/01/2017	14,250.00	0.00	14,250.00				
12	06/01/2018	44,250.00	30,000.00	14,250.00				
13	12/01/2018	13,575.00	0.00	13,575.00				
14	06/01/2019	43,575.00	30,000.00	13,575.00				
15	12/01/2019	12,825.00	0.00	12,825.00				
16	06/01/2020	42,825.00	30,000.00	12,825.00				
17	12/01/2020	12,075.00	0.00	12,075.00				
18	06/01/2021	47,075.00	35,000.00	12,075.00				
19	12/01/2021	11,200.00	0.00	11,200.00				
20	06/01/2022	46,200.00	35,000.00	11,200.00				
21	12/01/2022	10,325.00	0.00	10,325.00				
22	06/01/2023	45,325.00	35,000.00	10,325.00				
23	12/01/2023	9,450.00	0.00	9,450.00				
24	06/01/2024	49,450.00	40,000.00	9,450.00				
25	12/01/2024	8,450.00	0.00	8,450.00				
26	06/01/2025	48,450.00	40,000.00	8,450.00				
27	12/01/2025	7,450.00	0.00	7,450.00				
28	06/01/2026	52,450.00	45,000.00	7,450.00				
29	12/01/2026	6,325.00	0.00	6,325.00				
30	06/01/2027	51,325.00	45,000.00	6,325.00				
31	12/01/2027	5,200.00	0.00	5,200.00				
32	06/01/2028	55,200.00	50,000.00	5,200.00				
33	12/01/2028	4,200.00	0.00	4,200.00				
34	06/01/2029	54,200.00	50,000.00	4,200.00				
35	12/01/2029	3,200.00	0.00	3,200.00				
36	06/01/2030	53,200.00	50,000.00	3,200.00				
37	12/01/2030	2,200.00	0.00	2,200.00				
38	06/01/2031	57,200.00	55,000.00	2,200.00				
39	12/01/2031	1,100.00	0.00	1,100.00				
40	06/01/2032	56,100.00	55,000.00	1,100.00				
Total 1690-2-1		1,152,332.78	755,000.00	397,332.78		25,000.00	28,532.78	

* The Prepayment Price would include any unamortized costs of issuance, escrow fees, and the cost to fund the relevant escrow.

Agencies intending to prepay should contact the Office of the State Treasurer to receive prepayment amount.
The interest rate shown is calculated from the dated date, based on a 360 day year.

Labor Relations Consultant(S)
For the Year Ended December 31, 2021

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

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

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

Key Peninsula Metropolitan Park District
Notes to the Financial Statements
For the year ended December 31, 2021.

Note 1 - Summary of Significant Accounting Policies

The Key Peninsula Metropolitan Park District was incorporated on May 28, 2004 and operates under the laws of the state of Washington applicable to a Metropolitan Park District. The District is a special purpose local government and provides park and recreation facilities, services and programs.

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

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

A. Fund Accounting

Financial transactions of the government are reported in individual funds. Each fund uses a separate set of self-balancing accounts that comprises its cash and investments, revenues and expenditures. The government's resources are allocated to and accounted for in individual funds depending on their intended purpose. Each fund is reported as a separate column in the financial statements. The following fund types are used:

GOVERNMENTAL FUND TYPES:

General Fund

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

B. Basis of Accounting and Measurement Focus

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

Key Peninsula Metropolitan Park District uses Pierce County Budget and Finance as its treasurer for the collection and distribution of revenues and expenditures. As a result, the District recognizes it is allowed to include expenditures paid during twenty days after the close of the fiscal year for claims incurred during the previous period if the District so chooses. The District uses Springbrook software for its financial recordkeeping. The District maintains three (3) Accounts with First Citizens bank;

one account is used for revenues received other than taxes. These funds are transferred to Pierce County Budget and Finance. The second (2) account is used for the purpose of distribution funds for the District's payroll. The third (3) account is used for accounts payable. These funds are transferred via voucher/warrants system from Pierce County Budget and Finance into the payroll and accounts payable accounts to replace funds as these funds are used. Purchases of capital assets are expensed during the year of acquisition. There is no capitalization of capital assets, nor allocation of depreciation expense. Inventory is expensed when purchased. The basis of accounting described above represents a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America

C. Cash and Investments

See Note 3, *Cash and Investments*.

D. Capital Assets

Capital assets are assets with an initial individual cost of more than \$5000.00 and an estimated useful life in excess of 5 years. Capital assets and inventory are recorded as capital expenditures when purchased.

E. Compensated Absences

Vacation leave may be accumulated up to 240 hours and is payable upon separation or retirement. Sick leave may be accumulated indefinitely or up to 800 hours for full time staff and 40 hours for part time and seasonal staff. All staff that leave employment will have their accumulated sick time (up to 40 hours) held on record and will have it reinstated if they are rehired within 12 months of separation from employment. Upon separation or retirement full time employees with 5 or more years will receive 25% of accumulated unused sick leave. If an employee dies while employed by Key Pen Parks, 100% of sick leave is paid out with the final paycheck. Payments are recognized as expenditures when paid.

F. Long-Term Debt

See Note 5, *Debt Service Requirements*.

G. Other Financing Sources or Uses

The government's *Other Financing Sources* or *Uses* consist of a payroll clearing account and a accounts payable account.

Note - 2 Budget Compliance

The District adopts annual appropriated budgets for general funds. These budgets are appropriated at the fund level. The budget constitutes the legal authority for expenditures at that level. Annual appropriations for these funds lapse at the fiscal year end.

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

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

Fund/Department	Final Appropriated Amounts	Actual Expenditures	Variance
General Fund:	1,842,843	942,077.94	900,765.06

Budgeted amounts are authorized to be transferred between departments within any fund; however, any revisions that alter the total expenditures of a fund, or that affect the number of authorized employee positions, salary ranges, hours, or other conditions of employment must be approved by the Districts legislative body.

Note 3 – COVID-19 Pandemic

During the 2021 COVID-19 pandemic year Key Peninsula Metropolitan Park followed practices consistent with Gov. Inslee’s orders. As a result, field rentals, pavilion rentals and events were at various times closed, or had limited access. Revenue was lost on rentals and reduced capacity. For events, Key Pen Parks expended extra funds on items to disinfect public areas, provide face coverings, hand sanitizer and social distancing reminders. For maintenance of staff and public areas, items purchased to disinfect multiple times a day all restrooms, offices, and other areas increased.

Items purchased for Personal Protective Equipment (PPE) significantly increased. In addition, Key Pen Parks paid for Covid testing for employees with potential work-related exposure.

Note 4 – Cash and Investments

It is the District policy to invest its temporary cash surpluses on a month-to-month basis. The amount is included in the cash and investments shown on the statement and fund resources and uses arising from cash transactions. The interest on these investments is recorded to the general fund. All investments are insured, registered or held by the District or its agent in the government’s name.

Note 5 - Property Tax.

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

Property tax revenues are recognized when cash is received by District. Delinquent taxes are considered fully collectible because a lien affixes to the property after tax is levied.

The District’s regular levy for the year 2021 was \$0.479104159849, per \$1,000 on an assessed valuation of \$3,273,701,382 for a total regular levy of \$1,430,572.51

Note 6 – Debt Service Requirements

Debt Service

The accompanying Schedule of Liabilities (09) provides more details of the outstanding debt and liabilities of the District's and summarizes the District's debt transactions for year ended December 31, 2020.

The debt service requirements for general obligation bonds, revenue bonds are as follows.

Year	Principal	Interest	Total Debt Service
2022	35,000	21,525	56,525
2023	35,000	19,775	54,775
2004	40,000	17,900	57,900
2025	40,000	15,900	55,900
2026-2029	190,000	38,900	228,900
2030-2032	160,000	13,000	173,000
			-
Totals	\$500,000	\$127,000	\$ 627,000

The employee 2021 accrual liabilities for sick pay, vacation, and compensation time totals \$33,157.43.

For employees 2021 pension plan liabilities see Note 7.

Note 7 – Pension Plans

A. State Sponsored Pension Plans

Substantially all the District's full-time and qualifying part-time or seasonal employees participate in the PERS (Public Employee Retirement System) administered by the Washington State Department of Retirement Systems (DRS), under cost-sharing, multiple-employer public employee defined benefit and defined contribution retirement plans.

PERS 2

PERS 3

The State Legislature establishes, and amends, laws pertaining to the creation and administration of all public retirement systems.

The Department of Retirement Systems, a department within the primary government of the State of Washington, issues a publicly available Annual Financial Report that includes financial statements and required supplementary information for each plan. The DRS Report may be obtained by writing to:

Department of Retirement Systems
Communications Unit
P.O. Box 48380
Olympia, WA 98540-8380

Also, the DRS Report may be downloaded from the DRS website at www.drs.wa.gov.

At June 30, 2021 (the measurement date of the plans), the District's proportionate share of the collective net pension liabilities, as reported on the Schedule 09, was as follows:

	Allocation %	Liability (Asset)
PERS 1 UAAL	0.002387	\$29,114
PERS 2	0.003066	\$(305,423)

All employees are currently on PERS 2

Note 8 - Risk Management

FINANCIAL NOTE FOR MEMBER'S 2021 ANNUAL REPORT

The following is a financial note to incorporate in your annual report. See SAO guidance at https://sao.wa.gov/bars_gaap/reporting/notes-to-financial-statements/note-x-risk-management-for-participating-member-of-pool/.

Key Peninsula Metropolitan Park District is a member of the Enduris Washington (Pool). Chapter 48.62 RCW provides the exclusive source of local government entity authority to individually or jointly self-insure risks, jointly purchase insurance or reinsurance, and to contract for risk management, claims, and administrative services. The Pool was formed July 10, 1987 pursuant to the provisions of Chapter 48.62 RCW, Chapter 200-100 WAC, and Chapter 39.34 RCW when two counties and two cities in the State of Washington joined together by signing an interlocal governmental agreement to fund their self-insured losses and jointly purchase insurance and administrative services. For the Pool's fiscal year ending August 31, 2021, there were 539 Enduris members representing a broad array of special purpose districts throughout the state.

The Enduris' program provides for various forms of joint self-insurance and reinsurance coverage for its members: Liability coverage, which includes: General Liability, Automobile Liability, Public Officials' Errors and Omissions liability, Terrorism liability and Employment Practices liability; Property coverage, which includes: Building and Contents, Mobile Equipment, Boiler and Machinery, and Business Interruption/Extra Expense; Automobile Physical Damage coverage; Cyber coverage; Crime blanket coverage; Named Position coverage; and an Identity Fraud reimbursement program. Pollution coverage is provided on a "claims made" coverage form. All other coverage is provided on an "occurrence" coverage form.

Members are responsible for a coverage deductible or co-pay on each covered loss. Each policy year members receive a Memorandum of Coverage (MOC) outlining the specific coverage, limits, and deductibles/co-pays that are applicable to them. In certain cases, the Pool may allow members to elect to

participate in the programs at limits, coverage, deductibles, and co-pays that are specific to their needs. Enduris is responsible for payment of all covered losses above the member retention, up to the Pool self-insured retention (SIR). Enduris acquires excess/reinsurance from unrelated insurance companies to cover losses above the Pool's SIR up to the coverage maximum limit of liability. The tables below reflect the Pool's SIR, reinsurance limits and member deductibles/co-pays by coverage type.

Coverage	Coverage Type	Pool Self-Insured Retention	Excess/ Reinsurance Limits	Member Deductibles/ Co-Pays ⁽¹⁾
Liability:				
Comprehensive General Liability	Per Occurrence	\$1 million	\$20 million	\$1,000 - \$100,000
Automobile Liability	Per Occurrence	\$1 million	\$20 million	\$1,000 - \$100,000
Public Officials Errors and Omissions Liability	Each Wrongful Act Member Aggregate	\$1 million	\$20 million \$20 million	\$1,000 - \$100,000
Terrorism Liability ⁽²⁾	Per Occurrence Pool Aggregate	\$500,000 \$1 million	\$0 Fully funded by Pool	\$1,000 - \$100,000
Employment Practices Liability	Per Occurrence Member Aggregate	\$1 million	\$20 million \$20 million	20% Copay ⁽³⁾

(1) Members may request or be required to pay a higher deductible than the minimum for certain coverage and certain types of losses require a specific co-pay or deductible

(2) Terrorism liability is fully funded by the Pool i.e. no excess/reinsurance is procured.

(3) Members pay a 20% co-pay of costs up to a maximum of \$100,000. By meeting established guidelines, the co-pay may be waived.

Property ⁽²⁾:

Buildings and Contents	Per Occurrence	\$250,000	\$800 million	\$1,000 - \$250,000
Mobile Equipment	Per Occurrence	\$250,000	\$800 million	\$1,000 - \$250,000
Boiler and Machinery ⁽³⁾	Per Occurrence	Varies	\$100 million	Varies
Business Interruption (BI)/ Extra Expense(EE) ⁽⁴⁾	Per Occurrence	\$250,000	\$100 million (BI)/ \$50 million (EE)	\$1,000 - \$250,000

Sublimit ⁽⁵⁾:

Flood	Per Occurrence	\$250,000	\$50 million (shared by Pool)	\$1,000 - \$250,000
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Coverage	Coverage Type	Pool Self-Insured Retention	Excess/ Reinsurance Limits	Member Deductibles/ Co-Pays ⁽¹⁾
			members)	
Earthquake	Per Occurrence	5%; \$500,000 maximum	\$10 million (shared by Pool members)	\$1,000 - \$250,000
Terrorism Primary	Per Occurrence Pool Aggregate	\$250,000	\$100 million/ Pool member \$200 million	\$1,000 - \$250,000
Terrorism Excess	Per Occurrence APIP Per Occurrence APIP Aggregate	\$500,000	\$600 million/Pool member \$1.2 billion/APIP \$1.4 billion/APIP	\$0
Automobile Physical Damage⁽⁶⁾		\$25,000;		
	Per Occurrence	\$100,000 for Emergency Vehicles	\$800 million	\$250 - \$1,000
Crime Blanket⁽⁷⁾	Per Occurrence	\$50,000	\$1 million	\$1,000
Named Position⁽⁸⁾	Per Occurrence	\$50,000	\$1 million	\$1,000
Cyber⁽⁹⁾	Each Claim APIP Aggregate	\$100,000	\$2 million \$25 million	20% Copay
Identity Fraud Expense Reimbursement⁽¹⁰⁾	Member Aggregate	\$0	\$25,000	\$0

- (1) Members may request or be required to pay a higher deductible than the minimum for certain coverage and certain types of losses require a specific co-pay or deductible.
- (2) Property coverage for each member is based on detailed property schedule. Scheduled items are covered to the extent of the cost of repair or replacement pursuant to the excess/reinsurance policy terms. Under the Alliant Property Insurance Program (APIP) Reinsurance carriers cover insured losses over \$250,000 to the limit of \$800 million except for certain types of sub-limited property losses such as flood, earthquake, and terrorism.
- (3) Boiler and Machinery self-insured retention for the Pool varies depending on motor horsepower.
- (4) Business Interruption/ Extra expense coverage is based on scheduled revenue generating locations/operations. A limited number of members schedule and the rest are limited to \$500,000 of coverage with a \$2.5 million Pool maximum for undeclared exposure. The waiting period (deductible) is typically 24 hours but there are exceptions specific to the type of exposure covered.
- (5) This sublimit list is simplified and is not all-inclusive. In addition, sub-limits are often shared or aggregated by all pool members and, in a few cases, are shared by all APIP members. Deductibles often vary by coverage sub-limit.
- (6) Auto Physical Damage coverage includes comprehensive, named perils and collision. Coverage for each member is based on a detail vehicle schedule.
- (7) Crime Blanket coverage (also referred to as "Employee Dishonesty Coverage with Faithful Performance" of \$2,500 is provided to each member. Member's may elect to "buy-up" the level of coverage from \$5,000 to \$1 million.
- (8) Named Position coverage is optional. Members may elect to schedule various employees, directors, and commissioners, with individual limits of between \$5,000 and \$1 million.
- (9) Cyber coverage is included under the Pool's Property program. Members are subject to a 20% co-pay per loss and the Pool's SIR is tiered between \$50,000 and \$100,000 depending on the insured/members property TIV with an 8 hour waiting period. By meeting established guidelines, the co-pay may be waived. The reinsurance maximum limit of liability is \$2 million, with various declared sub-limits.
- (10) Identity Fraud Expense Reimbursement coverage is purchased by Enduris. Member claims do not have a deductible. There is a \$25,000 limit per member.

Members make an annual contribution to fund the Pool. Since Enduris is a cooperative program, there is joint liability among the participating members. There were no claim settlements in excess of the insurance coverage in any of the last three policy years.

Upon joining the Pool, members are contractually obligated to remain in the Pool for a minimum of one year and must give notice 60 days before renewal in order to terminate participation. The Interlocal Governmental Agreement (formerly known as the Master Agreement) is automatically renewed each year unless provisions for withdrawal or termination are applied. Even after termination, a member is still responsible for contribution to Enduris for any unresolved, unreported and in process claims for the period they were a signatory to the Interlocal Governmental Agreement.

Enduris is fully funded by its member participants. Claims are filed by members with the Pool who determines coverage and administers the claims.

The Pool is governed by a Board of Directors which is comprised of seven board members. The Pool's members elect the Board, and the positions are filled on a rotating basis. The Board meets quarterly and is responsible for overseeing the business affairs of Enduris and providing policy direction to the Pool's Executive Director.

Note 9 - Other Disclosures

In July 2019 Key Peninsula Metropolitan Park District was awarded a grant from Washington State Recreation and Conservation Office. The project name was Gateway Park Phase 3 Splash Pad (Contract # 18-284). This project was finished in 2020. Reimbursement for this project was paid on 1-12-2021 in the amount of \$107,452.89.

In February 2018 Key Peninsula Metropolitan Park District purchased a property at Taylor Bay that is an adjoining property already owned by the Park District. In July of 2019 Washington State Recreation and Conservation Office awarded a retroactive grant (project # 18-1283) for this property. Reimbursement for this project was paid on 4/23/2021 in the amount of \$116,345.05.