

**INTERLOCAL AGREEMENT
BETWEEN
THE METROPOLITAN PARK DISTRICT OF TACOMA
AND
THE CITY OF TACOMA
RELATING TO PARKS AND FACILITY OPERATIONS AND MAINTENANCE**

THIS INTERLOCAL AGREEMENT (this "Agreement"), is entered into this ____ day of ____ 2016, between the Metropolitan Park District of Tacoma, a municipal corporation ("MPT") and the City of Tacoma, a municipal corporation of the State of Washington (the "City"), by which MPT agrees to provide certain services and to operate and maintain certain parks and facilities owned by the City.

RECITALS

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), two or more public entities may contract with one another to perform government services which each is by law authorized to perform, and

WHEREAS, MPT and the City have recently conducted extensive strategic planning processes and find a strong correlation among the goals and objectives within the City's Tacoma 2025 Strategic Plan and MPT's Green Vision 2030 Strategic Plan, and

WHEREAS, MPT and the City find it mutually beneficial and in the public interest for the City to contract with MPT for the provision of parks and parks facility operations and maintenance in certain parks and facilities within the corporate boundaries of the City of Tacoma, and

WHEREAS, MPT has the necessary personnel, programs and equipment and is willing to undertake the obligations described in this Agreement, and

WHEREAS, the parties agree to endeavor towards developing a sustainable plan for the funding of parks operations and maintenance; and

WHEREAS, the parties agree that a new interlocal agreement to supersede and replace the Interlocal Agreement between MPT and the City dated November 6, 2008 and recorded under Pierce County Auditor's File No. 200811070253 is desirable and will provide a convenient vehicle for MPT and the City to work together in the operation, supervision, and maintenance of present and future properties and facilities for increased community access;

Now, therefore, in consideration of the mutual covenants and agreements herein, the adequacy of which is acknowledged by the parties, MPT and the City agree as follows:

AGREEMENT

SECTION 1. PURPOSE.

MPT and the City each own parks and related facilities and each offer recreation programs for the benefit of its constituents. Historically, MPT has managed and maintained some parks and facilities within the corporate boundaries of the City of Tacoma and the City has provided funding for that work pursuant to Agreements executed in 2004 and 2008. The parties agree that it is to their mutual benefit, and the benefit of the citizens of the City of Tacoma, to centralize park facilities, and operation, and maintenance with MPT as the primary provider, whenever possible. This will allow the parties to gain efficiencies by reducing overhead and ensure a more comprehensive and equitable park system for all residents. The parties also agree to evaluate opportunities to better align each agency's core services to reduce any duplication of services if feasible. Finally, MPT and the City will continue efforts to develop a sustainable funding plan with new revenue sources and grant opportunities, and pursue funding strategies that will address ongoing parks capital and maintenance needs.

SECTION 2. DURATION OF AGREEMENT, TERMINATION.

The date of execution hereof notwithstanding, the parties agree that the financial term of this Agreement shall be retroactively effective to January 1, 2015 and shall remain in effect until December 31, 2026, PROVIDED, that either party hereto shall have the right to terminate this Agreement at the end of any calendar year, for any reason whatsoever, upon giving the other party a minimum of three hundred and sixty (360) days written notice in advance of the date of termination.

SECTION 3. SCOPE OF SERVICE / SERVICE LEVELS.

MPT shall provide park facility operations and maintenance services for three areas within the City: 1) Regional and Signature Parks; 2) Community Parks and Facilities; and 3) Neighborhood Parks. The specific parks and facilities in each of these three areas are identified in Exhibit A. Levels of service ("LOS") for each park and/or facility is defined in Exhibit B. MPT shall maintain comprehensive general liability insurance coverage for each park or facility currently operated or maintained by MPT at levels it determines sufficient for the operations and activities at any given location. Recreational services shall not be included in the baseline operating costs under this Agreement.

SECTION 4. COMMUNICATION/MANAGEMENT & MUTUAL GOALS.

It is in the interest of the community for MPT and the City to provide the best service possible to meet our respective service obligations with the least possible expenditure of public funds. To facilitate this goal, the parties agree as follows:

- I. Designation of Employees for Communication Purposes
MPT and the City shall respectively designate an employee with whom the other

party, or any authorized agent of the party, may confer regarding the terms and performance of this Agreement.

II. Interagency Coordinating Committee (ICC)

A Staff Interagency Coordinating Committee shall be established for the purpose of providing a regular mechanism for sharing information; evaluating projects, programs and potential land acquisitions; coordinating planning and services; effectively implementing this Agreement and updating the exhibits; and making recommendations to the City's City Manager and MPT's Executive Director. The ICC shall meet quarterly and update the City Council and Park Board semi-annually.

Joint Master Planning & Development Sub-committee: Cooperative planning, design, acquisition and development of facilities and programs that can meet both educational and recreational needs of the parties' common constituency are desired and will benefit both MPT and the City. To facilitate this goal, the parties agree as follows:

- A. In the 2017 – 2018 biennium, the ICC will work to develop a clear understanding for the joint funding of a Parks Facilities Capital Reserve including development of detailed processes and procedures to be in place for the 2019 – 2020 biennium to include who will maintain the fund and how funding will be approved and appropriated. Should unanticipated capital needs be identified/required in the 2017 – 2018 biennium, the ICC and the Parks Policy Group will meet to identify resources in each agency that may be available to solve unforeseen needs, and
- B. Each party agrees to provide at least six months advance written notice to the other party in order to offer them to play a role in the public outreach and design process prior to making major capital alterations, additions, or improvements to any property owned by the other party; and
- C. The parties agree that any such alterations, additions, or improvements will be at the expense of the requesting party, unless otherwise agreed upon in writing.

III. Parks Policy Group (PPG)/Ad Hoc Committees

The Parks Policy Group (PPG) shall be comprised of two members from the MPT Board and two members from the City Council. The PPG will meet no less than semi-annually, and more frequently as the PPG may determine, with the ICC to exchange ideas and provide direction to the ICC. The PPG, supported by the ICC, shall prepare and provide a report regarding those activities to the annual joint meeting of MPT and the City. The PPG may choose to create and convene ad hoc committees that have representatives of elected board/council members and staff from each agency to address issues or request updates on a particular topic or project.

SECTION 5. WARRANTY OBLIGATIONS.

Any and all warranties applicable to properties managed for the City by MPT, warranting (without limitation) structures, fixtures, equipment, systems and materials, shall be managed and processed by MPT directly with the applicable vendor. Where the City has obtained such warranty directly, it will provide a copy of such warranty to MPT for its use.

SECTION 6. PAYMENT/REPORTING RESPONSIBILITIES.

The City will pay to MPT, on a quarterly basis, for the services provided by MPT. The City's payment will supplement funds obtained by MPT through MPT program revenues, bonding, leverage of properties and/or grant attainments related to each park or facility. The amount of the annual payment will be based upon the levels of service provided by MPT to the City, as well as City budget restrictions/allowances. The agreed payment amounts (for 2015-2018) from the City to MPT are set forth in Exhibit C. Any payment amount after 2018 must first be agreed upon by City and MPT. Agreement by the parties must take place prior to the passage of the City's biennial budget. Initial payment may be prorated depending on when the Agreement is fully executed. MPT agrees and acknowledges that whatever local, state, or federal sales or other taxes that are levied on MPT's performance or compensation under this Agreement are included in the amounts set forth herein. Remittance of such taxes shall be MPT's responsibility.

MPT and the City agree all payments under this Agreement may be adjusted annually to reflect inflationary costs as identified in the CPI-W for Seattle/Tacoma/Bremerton, beginning January of 2018 and every January thereafter. The annual CPI-W change will be equal to the change in the June to June index with a floor of zero percent (0%) and capped at three percent (3%). For example the January 2018 increase will be based upon the June 2016 to June 2017 CPI-W for Seattle/Tacoma/Bremerton. MPT must give the City notice of all such CPI adjustments with written acknowledgment from the City in return before taking effect. The City shall not unreasonably delay its written acknowledgment.

Upon request of the City, MPT shall prepare and furnish to the City an annual estimate of costs to provide the recommended levels of service. Additionally, in a mutually agreed upon format, MPT shall provide additional financial or other operational information to ensure compliance with the material provisions of this Agreement and state Auditor requirements, or to enable the performance of any of the rights, functions, or duties of the City or such other regulatory entity in connection with this Agreement.

MPT and the City agree the estimated annual cost for services specified within this Agreement are only an estimate. The parties anticipate and expect labor and/or materials costs to increase or decrease with market fluctuations. Annually, the City will review whether the level of service being provided to all properties subject to this Agreement are meeting the levels agreed to in Exhibit B. Any repairs and/or maintenance items determined to be non-compliant with the service levels agreed to

herein shall be brought to the attention of MPT staff. If MPT staff agrees with the assessment, such items shall be brought into compliance with the applicable level of service at MPT's sole expense. If MPT staff disagree with the assessment, such items shall enter the dispute resolution process per Section 9. If additional service is required due to public demand or other unforeseen events, the level of service and costs may be adjusted and mutually agreed upon via administrative amendment to this Agreement.

MPT shall provide to the City, on an annual basis, any and all results of customer satisfaction surveys and interviews that pertain to the services contained within this agreement, together with such performance measurement results as agreed to by the City Manager for the City and the Executive Director for MPT. The performance measures shall be designed to capture information to aid in the evaluation of service delivery, costs of service delivery and outcomes resulting from the programs and services provided by MPT.

SECTION 7. DEVELOPMENT OF ALTERNATE FUNDING.

The City and MPT agree to work cooperatively toward developing and proposing alternate, sustainable funding sources for park operations, management, and maintenance during this Agreement. New concessions and revenue sharing opportunities on City-owned properties can be investigated and identified in separate lease agreements or future MOUs. This includes, but is not limited to, sales, (sub)leases, and rentals.

The rates established by this Agreement may be adjusted accordingly, to account for any future bonds, levy's, loans or other alternative funding available to offset costs of maintaining, operating and programming parks within the City limits, or upon mutual agreement of the City Manager and MPT Executive Director.

The parties agree that should the alternate funding strategy require a legislative change, they will jointly lobby the appropriate legislative body for passage of such legislation. In addition, should the proposed alternate funding strategy require legislative action by either the City Council or Board of Park Commissioners, the City Manager and MPT Executive Director agree to advance the proposal to their respective Council or Board. The parties agree that they will use best efforts to enable the alternate funding option to be developed and approved prior to termination or expiration of this Agreement.

MPT shall remain eligible to apply for capital and operation grant funding from the City in accordance with the requirements of any grant that may be available.

SECTION 8. JOINT FACILITY USE.

For mutual benefit and public interest, MPT and the City may provide access to their public facilities/spaces and either has the ability to grant the other party use of their

facilities free of any published rental fees and charges. Fees waived are exclusive of any contractual obligations, standard cleaning or maintenance fees, or other fees associated with the use of facilities. The owner of each facility shall keep track of all facility requests and actual usage to ensure an equitable exchange of value.

SECTION 9. DISPUTE RESOLUTION.

In the event of a dispute between MPT and the City arising out of or relating to this Agreement, the MPT Executive Director and the City Manager or their designated representatives shall review such dispute and options for resolution. If the dispute cannot be resolved by MPT Executive Director and the City Manager, 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 7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

SECTION 10. HOLD HARMLESS/INDEMNIFICATION.

MPT and the City agree to indemnify, defend, save and hold harmless the other party, 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 with or incident to, the performance by either MPT or the City of this Agreement, except for those damages caused by or arising out of the negligence, wrongful or willful misconduct of either party, its elected and appointed officials, officers, employees or agents.

In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by Metro Parks and the City, including claims by Metro Parks' or the City's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence, wrongful or willful misconduct of Metro Parks and the City, their officers, officials, employees and volunteers, each party's liability hereunder shall only be to the extent of that party's negligence, wrongful or willful misconduct.

SECTION 11. ENVIRONMENTAL.

The City and MPT agree to indemnify, defend, save and hold harmless the other party, 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 with or incident to, the presence or release on the property that is subject to this Agreement by the other or caused by the other and regardless of ownership of contamination or hazardous substances as those terms are defined under the Environmental Laws. "Environmental Laws" shall mean all federal, state and local environmental laws and ordinances and all regulations promulgated thereunder, whether currently in effect or enacted or amended from time to time in the future including, but not limited, to the Endangered Species Act ("ESA"), the Resource

Conservation and Recovery Act ("RCRA") at 42 U.S.C. § 6921 et. seq., the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") at 42 U.S.C. § 9601 et. seq., the Clean Air Act at 42 U.S.C. § 7401 et. seq., the Federal Water Pollution Control Act, as amended at 33 U.S.C. 1318, the Toxic Substances Control Act at 15 U.S.C. § 2601 et. seq., the Shoreline Management Act, Ch. 90.58 RCW, the Hazardous Waste Management Act, Ch. 70.105 RCW, the Clean Air Act, Ch. 70.94 RCW, the Water Pollution control Act, Ch. 90.48 RCW, and the Model Toxic Substances Control Act ("MTCA") at RCW 70.105.D, et seq., the State Water Pollution Control Act (Ch. 90.48 RCW), the State Clean Air Act (Ch. 70.94 RCW), and also including but not limited to all implementing regulations for such acts and any guidelines, levels and standards currently in effect or enacted or amended from time to time in the future by the applicable federal, state or local regulatory authority for addressing any contamination or hazardous substances of any sort. The foregoing notwithstanding, the City's obligation under this section 11 expressly does not include any release of contamination or hazardous substances on the property that is subject to this Agreement by MPT its officials, employees, volunteers and/or agents. Likewise, MPT's obligation under this section 11 expressly does not include any release of contamination or hazardous substances on the property by the City, its officials, employees, volunteers and/or agents that is subject to this Agreement. For purposes of this Agreement, MPT is an independent contractor of the City and not a City employee, volunteer and/or agent.

Nothing in this Agreement shall be construed to permit nor allow MPT to cause any environmental testing and/or inspections on City-owned real property, whether by MPT or a third party, without the City's explicit, written consent.

SECTION 12. NO THIRD PARTY BENEFICIARY.

MPT does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by the Agreement to assume any contractual obligations to anyone other than MPT. MPT and the City do not intend for there to be any third-party beneficiary to this Agreement.

SECTION 13. DISPOSITION OF EQUIPMENT UPON TERMINATION OF CONTRACT.

In the event of a termination of this Agreement, any equipment or personal property used to effectuate this Agreement shall become the sole property of the party originally providing the equipment or personal property, unless it has been disposed of or is otherwise no longer available.

SECTION 14. NOTICES.

All notices, demands or requests which may or are required to be given by one party to the other under this Agreement shall be given in writing and hand delivered, or sent by United States registered or certified mail, postage prepaid, return receipt requested, and

addressed to the addresses below, as the case may be. Notices shall be deemed to have been given upon receipt or attempted delivery when delivery is not accepted. Either party may change its address upon written notice given to the other.

MPT:

Metropolitan Park District of Tacoma
Attn: Executive Director
4702 South 19th Street
Tacoma, WA 98405

City:

City of Tacoma
Attn: City Manager
747 Market Street Rm. 408
Tacoma, WA 98402

SECTION 15. ENFORCEMENT, INTERPRETATION AND VENUE.

The laws of the State of Washington shall govern the validity, performance, interpretation, and enforcement of this Agreement. Should either party institute arbitration for enforcement or interpretation of any provision contained herein, the venue of such arbitration shall be in Pierce County, Washington.

The prevailing party in any arbitration or litigation arising out of this Agreement shall be entitled to reasonable attorney's fees, costs and expert witness fees.

The Parties agree that each of them were adequately represented by independent counsel and that both Parties shared equally in the drafting of this Agreement. Therefore, this Agreement shall not be construed either for or against the City or MPT as drafter, but this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

SECTION 16. INTEGRATION AND AMENDMENT.

There are no oral Agreements between the parties affecting the meaning, content, purpose, or effectiveness of this Agreement. The provisions of this Agreement may be amended with the mutual consent of the parties. All amendments and/or addendums shall be incorporated into the original Agreement, and shall not supersede, replace, or otherwise alter the original Agreement unless otherwise indicated. No additions to, or alterations of the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the City Manager and the MPT Executive Director.

The City and MPT may, from time to time, need to revise exhibits or enter into separate Memoranda of Understanding/ agreements (see Exhibit D) setting forth operations and maintenance responsibilities for specific parks, facilities or programs. Agreements entered into by the City and MPT prior to execution of this Agreement (listed on Exhibit D), and all future agreements entered into by the City and MPT, shall be considered fully incorporated under the umbrella of this Agreement, unless a contrary intent is expressly set forth in any such agreement. These agreements may be administratively

approved by the City Manager and the MPT Executive Director or designee, unless applicable laws require otherwise.

This Agreement supersedes and replaces the Interlocal Agreement between the City of Tacoma and the Metropolitan Park District of Tacoma dated November 6, 2008 and recorded under Pierce County Auditor's File No. 200811070253.

SECTION 17. INVALID PROVISIONS.

If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby, if such remainder would then continue to serve the purposes and objectives of the parties.

SECTION 18. FILING.

A copy of this Interlocal Agreement shall be either filed with the Pierce County Auditor or listed by subject on the City and Metro Park's web site or other electronically retrievable public source as required pursuant to chapter 39.34 RCW.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

CITY OF TACOMA

METROPOLITAN PARK DISTRICT
OF TACOMA

By: _____
T.C. Broadnax
City Manager

By: _____
Jack C. Wilson
Executive Director

Attest:

City Clerk

Approved as to Form:

Deputy City Attorney

Approved By:

Kurtis D. Kingsolver, P.E.
P.W. Director/City Engineer

Saada Gegoux
Risk Manager

Andrew Cherullo
Finance Director

**Exhibit A
List of Parks/Recreational Facilities/Parcels**

Maint. Level	Parks/Facilities	Location	Parcel #	Owner
Regional & Signature Parks				
1	Point Defiance Park	5400 N Pearl St	0221103000	CITY
1	Ruston Way Parks	2217 Ruston Way	8950002480	CITY
			8950002470	CITY
			8950002440	CITY
			8950002490	CITY
			8950002460	CITY
1	Ruston Way Parks	Ruston Way	8950002591	CITY
			8950003270	CITY
			8950003260	CITY
			8950003250	CITY
			8950003240	CITY
			8950003230	CITY
			8950003225	CITY
			8950003220	CITY
			8950003210	CITY
			8950003200	CITY
			8950003190	CITY
			8950003120	CITY
			8950003100	CITY
			8950002531	CITY
1	Ruston Way Parks	3427 Ruston Way	8950002860	CITY
1	Ruston Way Parks	N. Schuster Parkway	8950002351	CITY
1	Ruston Way Parks	1741 N. Schuster Parkway	8950002361	CITY
			0321293035	CITY
Community Parks & Facilities				
2	Lincoln Park/Eldridge Playfield	801 S. 37th St.	0320171000	MPT
2/NA	McKinley Park	907 Upper Park S	2080260010	CITY
1	Norpoint Park		0321221090	MPT
2	Peck Field	1425 S State St	0320064100	MPT
2/CF	People's Community Center (Excludes Pool)	1602 Martin Luther King Jr. Way	2016220011	CITY
1	Tacoma Nature Center Park	1919 S Tyler St	5430000351	MPT
			0220121163	MPT
			6445100014	MPT
Neighborhood Parks				
3/NA	Alderwood Park	208 Browns Pt. Blvd.	0321234100	MPT
			0321234115	MPT
3	Frank Alling Park	1134 S. 60th St	0320204050	MPT
3	Baltimore Park	4716 N. Baltimore St.	6595200291	MPT
3	Ryan's Park	429 S. 80th St.	0320287020	MPT
3/NA	China Lake Park	1701 S. Bennett	4475000791	MPT
3	Cloverdale Park	1635 E. 59th St.	5345000511	MPT
3	Fern Hill Park	502 S. 88th St.	0320333042	MPT
3	Ferry Park	1400 S. Sheridan Ave.	ROW	CITY
3	Garfield Park	400 N. Borough Rd.	0321322003	MPT
3	Lots For Tots	1216 S. I St.	2012180080	MPT
3	Neighbors Park	722 S. I St.	2007180071	MPT
3	North Slope Historic Park	1015 N. 8th St.	2038210080	MPT
3	Old Town Park	2350 N. 30th St.	8910000991	MPT
3	People's Park	900 S. Martin Luther King Jr. Way	2009220010	MPT
3	Proctor Garden	3901 N. 21st St.	7475020310	CITY
3	Sawyer Tot Lot	3315 S. Sawyer St.	7105000411	MPT
3	Sheridan Park	2347 S. Sheridan Ave.	7685004841	MPT
3/NA	Catherine Ursich Park	2412 N. 29th St.	8910001260	MPT
			8910001240	MPT
			8910001250	MPT

EXHIBIT B

2015/2016 MAINTENANCE LEVEL 1 - REGIONAL AND SIGNATURE PARKS

TASK FREQUENCY

TASK / DESCRIPTION	TASK FREQUENCY	
	PEAK LOS MAY, JUN, JUL, AUG, SEP	NON PEAK LOS JAN, FEB, MAR, APR, OCT, NOV, DEC
TURF - GRASS - LITTER		
Geese Management	As Needed	As Needed
Irrigation System Maintenance	Weekly	N/A
Leaf Mulching and Removal	None	Every 7-14 Days / 1-3 Year As Needed
Turf Mowing	Every 7-14 Days	1-4 Times Per Month or As Needed
Irrigation Coverage / Watering	5-7 Times Per Week	None
Pesticide Application	As Needed	As Needed
Litter Pickup	2-6 Times Per Week	1-3 Times Per Week
Garbage Removal	3-7 Times Per Week	1-3 Times Per Week
Turf Trimout	2-4 Times Per Month	1-2 Times Per Month or As Needed
Edging	1-2 Times Per Month or As Needed	1-2 Times Per Month or As Needed
Turf Aeration / Topdressing	2-3 Times Year For Aeration, No Topdressing	2-3 Times Year For Aeration, No Topdressing
Turf Fertilization	1 Lbs N Per 1000 SqFt (Per Plan and/or Advance Schedule)	1 Lbs N Per 1000 SqFt (Per Plan and/or Advance Schedule)
RESTROOMS		
Restroom Open & Close	Daily	Daily For Year-Round Sites
Restroom Cleaning (routine)	1-3 Times Per Day As Needed	1 Time Per Day / Per Plan and/or Advance Schedule As Needed
Restroom Cleaning (deep cleaning/maint)	None	1 Time/Year
LANDSCAPES		
Tree Pruning and Removal for Safety	Every 7 Years or As Needed	
Landscape Bed Maintenance	1-3 Times Per Year (Min 1 Time Year)	
Specialty Gardens	8-12 Times Per Year	
Annual Bed Maintenance	1-2 Times Per Year (Min 1 Time Year)/As Needed	
Playground Maintenance	Inspection 1x Per Month / Repair As Needed	
Shoreline Maintenance	As Needed	As Needed
Skatepark Maintenance	Inspection 1x Per Month / Repair as needed	
Spray Ground Operations and Maintenance	Inspect 1-3 Times/Day	N/A
Wading Pool / Pool Operations and Maintenance	Inspect 1-3 Times/Day	N/A
Ponds / Waterfalls/Lakes	Inspect Weekly	Inspect Monthly
ASSETS AND INFRASTRUCTURE		
Catch Basin Management	Checked Monthly	Checked Weekly
Equipment Maintenance	Checked Daily/As Needed	Checked Daily/ As Needed
Facility Preventative Floor Maintenance	refinish floors every 1-2 years	refinish floors every 1-2 years
Athletic Complex and Outlying Field Maintenance	daily or as scheduled	n/a
Path and Trail Maintenance	inspect & maintain monthly	inspect & maintain monthly
Picnic Shelter Maintenance (routine)	Cleaned daily/ Per Plan and/or Advance Schedule	Inspect 1x/Week; Not Scheduled
Sign Maintenance	As Needed	1-2 times/year
Backstop Maintenance	As Needed	As Needed
Fence Maintenance	As Needed	As Needed
Hard Surface Maintenance (courts, etc.)	Weekly	Monthly
Parking Lot and Road Maintenance	As Needed	As Needed
Site Furniture Maintenance	inspect monthly or as needed	Inspect Monthly or As Needed
Surface Blowing (parking lots, sidewalks, roads, etc.)	Monthly/As Needed	Monthly
ADMIN / SECURITY / PROGRAMS		
Security	1 Nightly Patrol with Lock Up, alarm responses on demand	
Storm Response (trees, ice, snow, floods)	Follow Park & Open Space Emerg.	
Park Ambassador Program	Per Schedule	None
Vandalism Response	Secured ASAP; Repair 30 Days	
Graffiti Removal	Inspected 1 Week; Repaired 48 Hrs	
Administrative Tasks	As Needed	
Special Event Support	Per Plan and/or Advance Schedule	
Training	As Needed	

PARK LOCATIONS, CLASSIFIED AS MAINTENANCE LOS 1:

- Norpoint Park
- Point Defiance Park
- Ruston Way Parks
- Tacoma Nature Center Park



EXHIBIT B

2015/2016 MAINTENANCE LEVEL 2 - COMMUNITY PARKS

TASK FREQUENCY

TASK / DESCRIPTION

TURF - GRASS - LITTER

Geese Management
Irrigation System Maintenance
Leaf Mulching and Removal
Turf Mowing
Irrigation Coverage / Watering
Pesticide Application
Litter Pickup
Garbage Removal
Turf Trimout
Edging
Turf Fertilization
Turf Aeration / Topdressing

PEAK LOS MAY, JUN, JUL, AUG, SEP
As Needed
Weekly
None
Every 7-14 Days
5-7 Times Per Week
As Needed
2-6 Times Per Week
3-7 Times Per Week
2-4 Times Per Month
1-2 Times Per Month or As Needed
2 Lbs N Per 1000 SqFt (Per Plan and/or Advance Schedule)
2-3 Times Year For Aeration, No Topdressing

NON-PEAK LOS JAN, FEB, MAR, APR, OCT, NOV, DEC
As Needed
N/A
Every 7-14 Days / 1-3 Year As Needed
1-4 Times Per Month or As Needed
None
As Needed
1-3 Times Per Week
1-3 Times Per Week
1-2 Times Per Month or As Needed
1-2 Times Per Month or As Needed
None
2-3 Times Year For Aeration, No Topdressing

RESTROOMS

Restroom Open & Close
Restroom Cleaning (routine)
Restroom Cleaning (deep cleaning/maint)

Daily
1 Time Per Day / 2nd Check As Needed
None

Daily For Year-Round Sites
1 Time Per Day / Per Plan and/or Advance Schedule As Needed
1 Time/Year

LANDSCAPES

Tree Pruning and Removal for Safety
Landscape Bed Maintenance
Specialty Gardens
Annual Bed Maintenance
Shrub Bed Maintenance
Tree Planting

Every 7 Years or As Needed
1-3 Times Per Year (Min 1 Time Year)
N/A
N/A
1-3 Times Per Year (Min 1 Time Year)
None
As Needed

WATER / PLAY FEATURES

Playground Maintenance
Shoreline Maintenance
Skatepark Maintenance
Spray Ground Operations and Maintenance
Wading Pool / Pool Operations and Maintenance
Ponds / Waterfalls/Lakes

Inspection 1x Per month / Repair As Needed
As Needed
Inspection 1x Per month / Repair As Needed
Inspect 1-3 Times/Day
inspect 1-3 times/day
Inspect weekly
As Needed
N/A
N/A
Inspect monthly

ASSETS AND INFRASTRUCTURE

Catch Basin Management
Equipment Maintenance
Facility Preventative Floor Maintenance
Athletic Complex and Outlying Field Maintenance
Path and Trail Maintenance
Picnic Shelter Maintenance (routine)
Sign Maintenance
Backstop Maintenance
Fence Maintenance
Hard Surface Maintenance (courts, etc.)
Parking Lot and Road Maintenance
Site Furniture Maintenance
Surface Blowing (parking lots, sidewalks, roads, etc.)

Checked Monthly
Checked Daily/As Needed
Refinish Floors Every 1-2 Years
Daily Or As Scheduled
Inspect & Maintain Monthly
Cleaned Daily/Per Plan and/or Advance Schedule
As Needed
As Needed
As Needed
Weekly
As Needed
Inspect Monthly or As Needed
Monthly/As Needed

Checked Weekly
Checked Daily/ As Needed
Refinish Floors Every 1-2 Years
N/A
Inspect & Maintain Monthly
Inspect 1x/Week; Not Scheduled
1-2 times/year
As Needed
As Needed
As Needed
Monthly
As Needed
Inspect Monthly or As Needed
Monthly

ADMIN / SECURITY / PROGRAMS

Security
Storm Response (trees, ice, snow, floods)
Vandalism Response
Graffiti Removal
Administrative Tasks
Special Event Support
Training
Special Event Support
Training

1 Nightly Patrol with Lock Up, Alarm Responses On Demand
Follow Park & Open Space Emerg.
Secured ASAP; Repair 30 Days
Inspected 1 Week; Repaired 48 Hrs
As Needed
Per Plan and/or Advance Schedule
As Needed
Per Plan and/or Advance Schedule
As Needed

PARK LOCATIONS, CLASSIFIED AS MAINTENANCE LOS 2:

- Lincoln Park/Eldridge Playfield
- McKinley Park
- Peck Field



EXHIBIT B

2015/2016 MAINTENANCE LEVEL 3 - NEIGHBORHOOD PARKS

TASK / DESCRIPTION	TASK FREQUENCY	
	PEAK LOS MAY, JUN, JUL, AUG, SEP	NON-PEAK LOS JAN, FEB, MAR, APR, OCT, NOV, DEC
TURF - GRASS - LITTER		
Geese Management	None	None
Irrigation System Maintenance	Weekly	N/A
Leaf Mulching and Removal	None	1-3 Year As Needed
Turf Mowing	Every 7-14 Days	1-4 Times Per Month or As Needed
Irrigation Coverage / Watering	2-5 Times Per Week or As Needed	None
Pesticide Application	As Needed	As Needed
Litter Pickup	1-3 Times Per Week	1 Time Per Week
Garbage Removal	1-3 Times Per Week	1 Time Per Week
Turf Trimout	2-4 Times Per Month	1-2 Times Per Month or As Needed
Edging	2-4 Times Per Month or As Needed	2-4 Times Per Month or As Needed
Turf Fertilization	None/Per Plan and/or Advance Schedule	None/Per Plan and/or Advance Schedule
Turf Renovations / Overseeding	None	None
RESTROOMS		
Restroom Open & Close	N/A	N/A
Restroom Cleaning (routine)	N/A	N/A
Restroom Cleaning (deep cleaning/maint)	N/A	N/A
LANDSCAPES		
Tree Pruning and Removal for Safety	Every 7 Years or As Needed	
Landscape Bed Maintenance	1-2 Times Per Year (Min 1 Time Year)	
Specialty Gardens	N/A	
Annual Bed Maintenance	N/A	
Shrub Bed Maintenance	1-3 Times Per Year (Min 1 Time Year)	
Tree Planting	None	As Needed
WATER / PLAY FEATURES		
Playground Maintenance	Inspection 1x Per Week / Repair As Needed	
Shoreline Maintenance	N/A	N/A
Skatepark Maintenance	N/A	N/A
Spray Ground Operations and Maintenance	N/A	N/A
Wading Pool / Pool Operations and Maintenance	N/A	N/A
Pool Maintenance (mowing, pressure washing, etc)	N/A	N/A
Ponds / Waterfalls	N/A	N/A
ASSETS AND INFRASTRUCTURE		
Catch Basin Management	Checked monthly	Checked weekly
Equipment Maintenance	Checked Daily/As Needed	Checked Daily/ As Needed
Facility Preventative Floor Maintenance	N/A	N/A
Athletic Complex and Outlying Field Maintenance	Daily or As Scheduled	N/A
Path and Trail Maintenance	Inspect & Maintain Weekly	Inspect & Maintain Monthly
Picnic Shelter Maintenance (routine)	Cleaned 1xWeek; Inspect 1xDay or Per Plan and/or Advance Schedule	Inspect 1x Week - Not Scheduled
Sign Maintenance	As Needed	1-2 times/year
Backstop Maintenance	As Needed	As Needed
Fence Maintenance	As Needed	As Needed
Hard Surface Maintenance (courts, etc.)	Weekly	Monthly
Parking Lot and Road Maintenance	As Needed	As Needed
Site Furniture Maintenance	Inspect Monthly or As Needed	Inspect Monthly or As Needed
Surface Blowing (parking lots, sidewalks, roads, etc.)	Weekly	Monthly
Facilities Help (carpet cleaning, waxing, deep cleaning)	N/A	N/A
ADMIN / SECURITY / PROGRAMS		
Security	N/A	
Storm Response (trees, ice, snow, floods)	Follow Park & Open Space Emerg.	
Park Ambassador Program	N/A	
Vandalism Response	Secured ASAP; Repair 30 Days	
Graffiti Removal	Inspected 1 Week; Repaired 48 Hrs	
Administrative Tasks	As Needed	
Special Event Support	N/A	
Training	As Needed	

PARK LOCATIONS, CLASSIFIED AS MAINTENANCE LOS 3:

- Alderwood Park
- Baltimore Park
- Celebration (Ryan's) Park
- Cloverdale Park
- Fern Hill Park
- Ferry Park
- Frank Alling Park
- Garfield Park
- Lots for Tots
- Neighbors Park
- North Slope Historic Park
- Old Town Park
- Peoples Park
- Proctor Garden
- Sawyer Tot Lot
- Sheridan Park



EXHIBIT B

2015/2016 MAINTENANCE LEVEL - NATURAL AREAS (NA)

TASK / DESCRIPTION	LOCATION			
	McKinley Park	Alderwood Park	China Lake Park	Catherine Ursich Park
NATURAL AREAS MAINTENANCE				
Litter Pickup	2 Times Per Month	1 Time Per Month	1 Time Per Month	As Needed
Garbage Removal	2 Times Per Month	1 Time Per Month	1 Time Per Month	As Needed
Illegal Dumping Cleanup	As Needed			
Homeless Camp Cleanup/Abatement	As Needed			
Noxious Weed Control	As Needed			
Mowing	As Needed	As Needed	1 Time Per Month	As Needed
Vegetation Clearing	Per Plan and/or Advance Schedule / As Needed			
HABITAT RESTORATION				
Restoration Area Maintenance	2 Times Per Month	As Needed	As Needed	As Needed
Green Tacoma Partnership/Habitat Steward Program	Yes	No	No	No
FOREST MANAGEMENT				
Specimen Tree Inspections	District-wide. 1 inspection / 5year period			
Tree Pruning and Removal for Safety	Inspections classify priority for need and safety. Work is scheduled annually.			
Tree Planting	Park inspections and UF District Canopy Cover Plan (2012) dictate need. Work is scheduled annually as budgets allow.			
ASSETS AND INFRASTRUCTURE				
Path and Trail Assessments	2 Times Per Month	1 Time Per Month	1 Time Per Month	4 Times Per Year
Catch Basin / Culvert Management	N/A	N/A	N/A	N/A
Site Furniture Maintenance	2 Times Per Month	N/A	N/A	N/A
Surface Blowing (parking lots, trails, roads, etc.)	As Needed			
Path and Trail Maintenance	2 Times Per Month	1 Time Per Month	1 Time Per Month	4 Times Per Year
Sign Maintenance	2 Times Per Month	1 Time Per Month	1 Time Per Month	4 Times Per Year
Gate/Entry Maintenance	2 Times Per Month	1 Time Per Month	1 Time Per Month	4 Times Per Year
Fence Maintenance	As Needed			
Parking Lot and Road Maintenance	As Needed			
ADMIN / SECURITY / PROGRAMS				
Storm Response (trees, ice, snow, floods)	As Needed: Follow Park & Open Space Emerg. Plan			
Vandalism Response	Secured ASAP; Repair 30 Days			
Graffiti Removal	Inspected 1 Week; Repaired 48 Hrs			
Administrative Tasks	As Needed			
Security	As Needed			
Special Event Support	Per Plan and/or Advance Schedule			
Training	Per Plan and/or Advance Schedule			



EXHIBIT B

2015/2016 MAINTENANCE LEVEL - COMMUNITY FACILITIES (CF)

TASK / DESCRIPTION
Staff or Vendor Inspections
HVAC Systems Maintenance & operation
Boiler Maintenance & operation
Boiler, pressure vessel inspection (Mandated)
Fire extinguishers (Mandated)
Fire suppression systems (Mandated)
Kitchen hood maintenance (Mandated)
Pest Control
Elevator maintenance & operation (Mandated)
Door & window maintenance and operation
Scheduled Maintenance & Repair Team calendar
Building maintenance
Pool maintenance (Mandated)
Roof & gutter maintenance
Floor maintenance

TASK FREQUENCY
Monthly
Quarterly Maintenance-Work Order System
Quarterly Maintenance-Work Order System
Annual Inspection X 2
Monthly Inspections-Annual Service
Monthly Inspections-Annual Service
N/A
Monthly
N/A
As Needed-Work Order System
Per Plan and/or Advance Schedule
As Needed-Work Order System
Per Plan and/or Advance Schedule
Monthly Inspections-Work Order System
Per Plan and/or Advance Schedule

ASSETS AND INFRASTRUCTURE

Catch Basin / Culvert Management (Mandated)
Fire Hydrant Maintenance (Mandated)
Backflow Testing and Maintenance (Mandated)
Flag Operation & Maintenance
Sign Maintenance
Gate/Entry Maintenance
Deck & Pier Maintenance
Compactor Maintenance
Generator Operation & Maintenance
Vegetation Clearing & Maintenance
Parking Lot and Road (Asphalt) Maintenance
Site Furniture Maintenance

1-2 x Year Inspection / Maintenance & Repairs As Needed/ City of Tacoma Environmental Services
1 x Year Inspection / Testing by Annual Contract, Reviewed by Tacoma Fire Dept
1 x Year Inspection / Testing / Repairs As Needed/Tacoma Water
1 x Year Inspection / Repairs As Needed
As Needed Only; Schedule Repairs Via Work Order System
As Needed Only; Schedule Repairs Via Work Order System
As Needed Only; Schedule Repairs Via Work Order System
Quarterly Inspections/Repairs As Needed (Every 2 Years Contracted)
1-2 x Year Inspection / Repairs As Needed / Load Testing - Contracted
1 x Year Inspection /Schedule As Needed / - Contracted
Annual Repairs and Maintenance via Per Plan and/ Advance Schedule/As Needed
Annual Repairs and Maintenance via Per Plan and/Advance Schedule/As Needed

UTILITIES

Electrical systems
Water, domestic & irrigation systems
Storm & Surface Water Systems
Sanitary Sewer Systems (Mandated)
Lift stations and Tank Pumping (Mandated)
Compressed Natural Gas
Communication Systems

1-2 x Year Inspection / Repairs As Needed
1-2 x Year Inspection / Repairs As Needed
1-2 x Year Inspection / Repairs As Needed
1-2 x Year Inspection / Repairs As Needed/ Tacoma Pierce County Health Department
Weekly Preventative Inspections / As Needed Pumping/Tacoma Pierce County Health Department
1-2 x Year Inspection / Repairs As Needed
1-2 x Year Inspection / Repairs As Needed

ADMIN / SECURITY / PROGRAMS

Security Systems & Operation
Storm Response (trees, ice, snow, floods)
Special Event Support
Fire Monitoring (Mandated)
Vandalism Response
Graffiti Removal
Administrative Tasks
Training

As Needed / Schedule Repairs Via Work Order System
Compliance w/ DPNR Open Space & Emergency Plan
As Needed via Per Plan and/or Advance Schedule
As Needed via Per Plan and/or Advance Schedule
Secured ASAP; Repaired within 30 Days via Work Order System
Inspections 1x Per Week; Repaired within 48 Hours via Work Order System
As Needed
As Needed

PARK LOCATIONS, CLASSIFIED AS COMMUNITY FACILITIES

People's Community Center (Pool has a separate MOU)



Exhibit C
City Payment Commitment for 2015 - 2018

FY 2015 - 2016 MPT Contract for Service Payments		
Park Category = Service Level (1, 2, 3)	2015 Amount	2016 Amount
1. Regional and Signature Parks	\$ 1,419,922	\$ 1,455,396
2. Community Parks/Facilities	\$ 686,669	\$ 703,824
3. Neighborhood Parks & Natural Areas	\$ 535,209	\$ 548,580
Annual Total Payment =	\$ 2,641,800	\$ 2,707,800
FY 2017 - 2018 Estimated MPT Support Payments (2018 @ 2% is estimate only)		
Park Category - Service Level	2017 Amount	2018 Est. Amount
1. Regional and Signature Parks	\$ 1,558,700	\$ 1,589,874
2. Community Parks/Facilities	\$ 753,781	\$ 768,857
3. Neighborhood Parks & Natural Areas	\$ 587,519	\$ 599,269
Annual Base Payment =	\$ 2,900,000	\$ 2,958,000

District overhead/indirect services rates and charges are not authorized under the terms of this Agreement.

Exhibit D
Inventory of Agreements Between Metropolitan Park District of Tacoma and the City of Tacoma

Agreement	Type	Agreement Established; Amended
Chinese Reconciliation/Fuzhou Ting	MOU	Pending
Click!	Agreement	June 1, 2016
Digital I-Net Services	Agreement	January 1, 2001
Eastside Community Center (Funding Commitment)	Letter of Intent	March 9, 2015
Eastside Pool	Lease	February 17, 1982; August 26, 1982
Ethnic Fest (Point in Time: Annually)	Agreement	July 30, 2016
Facility Rental Contract	Rental Agreement	January 1, 2015
Food Truck Fest (Point in Time: Annually)	Agreement	July 24, 2016
Fort Nisqually (Water; PC 2013-30)	Contract	June 14, 2013
Foss Waterway Development Authority	Agreement	Pending
Freedom Fair (Point in Time: Annually)	Agreement	July 4, 2016
Gravel Pit Natural Area	Agreement	Pending
Harvest Pierce County	MOU	Pending
Julia's Gulch	MOU	April 15, 2014
Landfill - Greenhouse	Lease	November 17, 2015
Late Night At-Risk Youth	Agreement	May 21, 2015
"Master" Park Maintenance	ILA	November 6, 2008
MPT Leadership Corps	Agreement	May 1, 2016
Nursery Management	Agreement	Pending
Old Town Dock & Restroom	MOU	July 24, 2015
Peninsula Park (Water; PC 2014-41)	Contract	December 18, 2014
People's Community Center (Incl. in "Master" Park Maintenance)	ILA	November 6, 2008
People's Community Center Pool (construction only)	Agreement	July 13, 2013; June 28, 2016
People's Pool Operating Agreement	MOU	Pending
Point Defiance	DRA	December 22, 2015
Point Defiance Zoo Power	Agreement	January 31, 2002
Polar Plaza	Agreement	Pending
Prairie Line Trail	Agreement	January 9, 2015
Private Hydrant Inspection/Repair Project	Letter Agreement	July 28, 2016
Public Art Plan	Agreement	April 26, 2016
Puget Park Substation	Permit	February 1, 2013
Senior Centers Support	Agreement	February 12, 2016
Voice Services	Agreement	July 6, 1993
Volunteer Management for 5 COT Natural Areas (Schuster, Mason, Trafton, Julia's, Wapato Hills)	Agreement	Pending
Wapato Hills	MOU	April 15, 2014
Water Line Time & Materials	Agreement	May 12, 2016
Water Meter Time & Materials	Agreement	April 23, 2016
Waterwalk	MOU	September 21, 2015