

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF TACOMA AND PARKS TACOMA

This MEMORANDUM OF UNDERSTANDING (“MOU”) is dated February ____, 2026 (for reference purposes only) and is entered into by and between the City of Tacoma, a municipal corporation and first-class city of the State of Washington (“City”) and the Metropolitan Park District of Tacoma, a municipal corporation (“Parks Tacoma”) (collectively the “Parties”).

Background

Participatory Budgeting is a democratic process by which a community decides how to spend a portion of their government's budget. In 2024, the City started this process in Council District 2, setting aside \$1,000,000 for participatory budgeting. In June-September, 2024, a voting process took place and the community cast over 6,000 votes with the winning project being the design and construction of a skate park under the I-705 bridge (the “Skate Park” or “Project”).

Recitals

WHEREAS, the Parties desire to collaboratively accomplish the City’s Council District No. 2’s community members’ election to “Design and build a covered skate park, featuring public art, in Downtown Tacoma, under I-705”; and

WHEREAS, the completion of the proposed Skate Park project will take at least two (2) years or longer (due to the inter-agency coordination of the project with Washington State Department of Transportation (WSDOT) and federal agencies as well as unforeseen circumstances during the planning, design, permitting and construction phases); and

WHEREAS, the City has agreed to provide a not to exceed amount of ONE MILLION DOLLARS (\$1,000,000.00) in capital funding towards the design and construction of the Skate Park, which cannot be used to fund long-term maintenance costs, operating costs or other on-going costs; and

WHEREAS, the City and Parks Tacoma have coordinated together on community outreach, the preliminary Project scope, identifying the Project site and initial steps towards Parks Tacoma securing a long-term lease with WSDOT for the Skate Park under the I-705 bridge; and

WHEREAS, Parks Tacoma has agreed to provide staffing to manage the planning, design, permitting and construction phases of the Skate Park Project, and will develop a plan for long-term maintenance of the Skate Park.

Agreement

Based on the foregoing recitals, which are incorporated herein, the Parties hereby agree as follows:

1. Depending upon the availability of additional funding, Parks Tacoma agrees to design, permit, construct and maintain the Skate Park beneath the I-705 bridge. All work shall be in accordance with all applicable laws governing the design, permitting and construction of a public work. The City and Parks Tacoma will work together on the transition, provision and cooperation of signal and engineering services.
2. Upon completion of the Skate Park, Parks Tacoma will be responsible for the operation and maintenance of the Skate Park and identifying any additional sources of funding for that purpose.
3. The Parties will implement a delivery schedule or critical path for the overall Project as specified on Exhibit A, attached and incorporated herein. The Parties may mutually agree in writing to adjustments to the delivery schedule.
4. The City agrees to provide a not to exceed amount of \$1,000,000.00 in capital funds to Parks Tacoma for the design, permitting, lease acquisition and construction of the Skate Park, to include Public Art (City Contribution).. The City Contribution is restricted to capital expenditures and cannot be used to fund any long-term operation or maintenance costs of the Skate Park. The City will provide the City Contribution to Parks in installments per the following schedule:
 - a) Design Phase:
 - i. The City will pay \$500,000.00 when Parks Tacoma notifies the City in writing that a Request for Qualifications (RFQ) for design services has been prepared and is ready for advertisement. The design professional, selected as a result of the RFQ process, will prepare a feasibility analysis and preliminary design for the Skate Park as will be necessary to advance a lease application with the WSDOT for the Project site. Funds shall be used solely for pre-construction costs, such as project feasibility, planning, design, and permitting ("Design Phase Work").
 - ii. If Parks Tacoma determines the cost of completing the Design, Phase Work will exceed the initial \$500,000 provided by the City, Parks Tacoma will consult with the City to review the costs incurred to date, discuss potential cost saving options and/or scope reductions, and the work and estimated budget necessary to complete the Design Phase Work. The City may agree to pay an additional portion of the City Contribution to complete the Design Phase Work.
 - iii. If the cost to complete the Design Phase Work exceeds the available funding, Parks Tacoma may attempt to find additional sources of funding, which

may include coordinating and managing a fundraising effort. Neither Parks Tacoma nor the City make a commitment to obtain additional funding for the construction of this Project and shall have no obligation to complete the construction of the Project if additional funding is not obtained.

b) Construction Phase: The City shall pay any remaining unpaid portion of the City Contribution to Parks Tacoma for the construction of the Skate Park ("Construction Phase Work") at such time that Parks notifies the City, in writing, that an RFP consistent with public works contracting requirements (RCW 39.04) for the construction of the Project has been completed and is ready for advertisement. Parks Tacoma will only proceed with construction of the Project if all of the funds necessary to complete the Project have been secured.

c) WSDOT Lease. Parks Tacoma, with technical assistance from the City, will work to lease the Project site from WSDOT at no cost pursuant to RCW 47.12.120. In the event that WSDOT charges rent for use of the property, due to changes in the law, court orders or any other reason, Parks Tacoma may attempt to find additional sources of funding for that lease, which may include coordinating and managing a fundraising effort. In the event that funds are not identified, Parks Tacoma is not obligated to continue with the construction of the Project.

d) Project Termination. To the extent additional funding is not available to complete the construction of the Project and Parks Tacoma decides not to proceed, Parks Tacoma agrees to assign its rights in any work it completed using the City Contribution to the City for future use.

5. Parks Tacoma shall provide to the City documentation in a form acceptable to the City that the City Contribution is used solely to pay for the capital costs associated with the Design Phase Work and Construction Phase Work of the Project. Such documentation shall include copies of original bills, invoices, expense accounts, payroll records/time sheets, and other data and records retained by Parks Tacoma or its vendors or consultants that support the expenditures of the funds.
6. Parks Tacoma will manage community outreach and engagement and shall include City staff in these efforts. Parks Tacoma and City shall work collaboratively to deliver consistent and timely messaging to the community regarding the progress of the Skate Park Project.
7. Parks Tacoma agrees to acknowledge the contribution of City Participatory Budgeting funding in signage or communications about the Project.
8. In the event Parks Tacoma does not use the City Contribution in accordance with the terms of this MOU, the City reserves the right to recapture or withhold funds to the extent of the noncompliance with this MOU.

9. The Parties agree to indemnify, defend, save and hold harmless the other Party, their 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 any Party of this MOU, except for those damages caused by or arising out of the negligence or wrongful acts or omissions of either Party, its elected or appointed officials, employees or agents.
10. In the event of a dispute between Parks Tacoma and the City arising out of or relating to this MOU, the Parks Tacoma Executive Director and the City Manager or their designated representatives shall meet, confer and attempt to resolve the dispute. If the dispute cannot be resolved by the Parks Tacoma Executive Director and the City Manager or their designated representatives, the dispute may be submitted to mediation, and if still not resolved, may be submitted to 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. The Parties agree to share the costs of the mediator or arbitrator equally.
11. The laws of the State of Washington shall govern the validity, performance, interpretation, and enforcement of this MOU. 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. Each Party in any arbitration or litigation arising out of this MOU shall be responsible for its own attorney's fees, costs and expert witness fees.
12. 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 Parks Tacoma 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.
13. This MOU constitutes the entire agreement between the parties with respect to the Project, and supersedes all prior agreements and understandings, oral or written, between the parties relating to the subject matter of this MOU. The provisions of this MOU may be amended or modified only by a writing approved and executed by the duly authorized agents of both Parties.

This MOU shall be effective as of the last date entered below by the signatories.

City of Tacoma

Metropolitan Park District of Tacoma

By: _____

Hyun Kim
Interim City Manager

Dated: February ____, 2026.

By: _____

Shon Sylvia
Executive Director

Dated: February ____, 2026.

Andy Cherullo, Finance Director

Kristin Lamson, Deputy City Attorney

Exhibit A

Project Phase	Parks Tacoma Responsibilities	City Responsibilities	Delivery Date
Prepare RFQ for Design Professional	Prepare RFQ for advertisement Issue RFQ for Design Professional	Staff participate in RFQ review prior to advertisement Payment of up to \$500,000.00	Within one month of mutual execution of the MOU City payment within 30 days of notice of RFQ advertisement is ready for advertisement
Procurement of Design Professional	Evaluate and score responses. Select Design Professional	Staff participate in evaluation and scoring responses Staff participate in selection of Design Professional	Within one month of receipt of statements of qualifications
	Execute Agreement with Design Professional		
Feasibility & Preliminary Design	Perform project feasibility analysis and preliminary design	City participation in project feasibility analysis and preliminary design	
Design	Determination to Proceed with design drawings and permitting	City participation in Determination to Proceed with design Staff support with permitting or other required inputs	
WSDOT Lease	Secure Lease with WSDOT. Secure additional funding for the Project	Staff support to secure WSDOT Lease. Staff support to secure additional funding	
RFP for Construction Contractor	Work with Design Professional to prepare RFP for construction of the Skate Park.	Staff support to review final RFP.	Parks Tacoma standard solicitation timeframe for RFPs.

Project Phase	Parks Tacoma Responsibilities	City Responsibilities	Delivery Date
	Issue RFP	Payment of up to \$500,000.00 or the remaining amount up to \$1,000,000 for project construction	City payment within one week of notice RFP is ready for advertisement
	Evaluation of proposals and award of construction contract	Staff support to evaluate proposals and award of construction contract	Within two weeks of proposal opening.
Construction Contract	Execute Construction Contract		
	On-going updates to project status	City staff participation in update meetings as needed	Updates should be made based on a regular, mutually acceptable schedule.
Project Completion	Parks Tacoma will notify City of project completion, coordinate with City for skate park opening and community engagement. Resolution of any points of discussion.	City to work with Parks Tacoma to coordinate Skate Park opening and community engagement. Resolution of any points of discussion.	Discussions should start in a reasonable timeframe for opening prior to final acceptance of the project. Generally, not less than one-month before estimated final acceptance of the project.