

202106021230

Electronically Recorded

Pierce County, WA ACLARK1  
06/02/2021 2:57 PM

Pages: 26 Fee: \$0.00

**Name & Return Address:**

City of Tacoma - City Clerk's Office

733 Market Street, Room 11

Tacoma, WA 98402-3769

**Washington State Recorder's Cover Sheet** (RCW 65.04) Please print legibly or type information.**Document Title(s)** Interlocal Agreement**Grantor(s)** City of Tacoma

\_\_\_\_ Additional Names on Page \_\_\_\_ of Document

**Grantee(s)** Metropolitan Park District of Tacoma

\_\_\_\_ Additional Names on Page \_\_\_\_ of Document

**Legal Description**

(Abbreviated: i.e., lot, block &amp; subdivision name or number OR section/township/range and quarter/quarter section)

ILA Relating to Parks &amp; Facility Operations &amp; Maintenance (per Res. 39539)

Complete Legal Description on Page \_\_\_\_ of Document

**Auditor's Reference Number(s)****Assessor's Property Tax Parcel/Account Number(s)****Non Standard Fee \$50.00****By signing below, you agree to pay the \$50.00 non standard fee.**

I am requesting an emergency non standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

**Signature of Party Requesting Non Standard Recording**

NOTE: Do not sign above or pay additional \$50.00 fee if document meets margin/formatting requirements.

The Auditor/Recorder will rely on the information provided on this cover sheet.

Staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**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 10 day of Sept. 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/INSURANCE .**

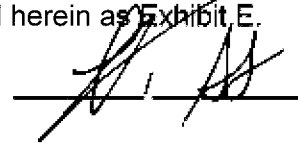
MPT and the City agree to indemnify, defend, save and hold harmless the other party, its officials, employees, volunteers and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection with or incident to, 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.

During the course and performance of the services herein specified, MPT will maintain the insurance coverage of the type and in the amounts and subject to the requirements of the City of Tacoma Insurance Requirements attached hereto and incorporated herein as Exhibit E.

#### **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:

City:

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

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: Mark Saugier, Acting City Manager  
for T.C. Broadnax  
City Manager

By: JCW  
Jack C. Wilson  
Executive Director

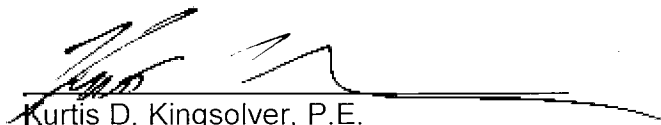
Attest:

Doris Samson 12-8-2014  
City Clerk

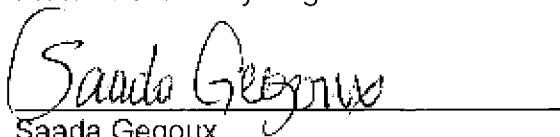
Approved as to Form:

[Signature]  
Deputy City Attorney

Approved By:



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



Saada Gegoux  
Risk Manager



Andrew Cherullo  
Finance Director

NRW

SLK  
9/28

Metropolitan Park District of Tacoma  
Resolution 39539

ORIGINAL

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

<i>Maint. Level</i>	<i>Parks/Facilities</i>	<i>Location</i>	<i>Parcel #</i>	<i>Owner</i>
	<b>Regional &amp; Signature Parks</b>			
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
	<b>Community Parks &amp; Facilities</b>			
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
	<b>Neighborhood Parks</b>			
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 / DESCRIPTION	TASK FREQUENCY	
	PEAK LOS MAY, JUN, JUL, AUG, SEP	NON PEAK LOS JAN, FEB, MAR, APR, OCT, NOV, DEC
<b>TURF - GRASS - LITTER</b>		
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)
<b>RESTROOMS</b>		
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
<b>LANDSCAPES</b>		
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
<b>ASSETS AND INFRASTRUCTURE</b>		
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
<b>ADMIN / SECURITY / PROGRAMS</b>		
<b>Security</b>		
Storm Response (trees, ice, snow, floods)	1 Nightly Patrol with Lock Up, alarm responses on demand	
Park Ambassador Program	Follow Park & Open Space Emerg.	None
Vandalism Response	Per Schedule	
Graffiti Removal	Secured ASAP; Repair 30 Days	
Administrative Tasks	Inspected 1 Week; Repaired 48 Hrs	
Special Event Support	As Needed	
Training	Per Plan and/or Advance Schedule	
	As Needed	



## PARK LOCATIONS, CLASSIFIED AS MAINTENANCE LOS 1:

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

ORIGINAL

## EXHIBIT B

## 2015/2016 MAINTENANCE LEVEL 2 - COMMUNITY PARKS

## TASK / DESCRIPTION

## TASK FREQUENCY

	TASK FREQUENCY	
	PEAK LOS MAY, JUN, JUL, AUG, SEP	NON-PEAK LOS JAN, FEB, MAR, APR, OCT, NOV, DEC
<b>TURF - GRASS - LITTER</b>		
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 Fertilization	2 Lbs N Per 1000 SqFt (Per Plan and/or Advance Schedule)	None
Turf Aeration / Topdressing	2-3 Times Year For Aeration, No Topdressing	2-3 Times Year For Aeration, No Topdressing
<b>RESTROOMS</b>		
Restroom Open & Close	Daily	Daily For Year-Round Sites
Restroom Cleaning (routine)	1 Time Per Day / 2nd Check As Needed	1 Time Per Day / Per Plan and/or Advance Schedule As Needed
Restroom Cleaning (deep cleaning/main)	None	1 Time/Year
<b>LANDSCAPES</b>		
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	N/A	
Annual Bed Maintenance	N/A	
Shrub Bed Maintenance	1-3 Times Per Year (Min 1 Time Year)	
Tree Planting	None	As Needed
<b>WATER / PLAY FEATURES</b>		
Playground Maintenance	Inspection 1x Per month / Repair As Needed	As Needed
Shoreline Maintenance	As Needed	As Needed
Skatepark Maintenance	Inspection 1x Per month / Repair As Needed	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
<b>ASSETS AND INFRASTRUCTURE</b>		
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
<b>ADMIN / SECURITY / PROGRAMS</b>		
Security	1 Nightly Patrol with Lock Up, Alarm Responses On Demand	
Storm Response (trees, ice, snow, floods)	Follow Park & Open Space Emerg.	
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	
Special Event Support	Per Plan and/or Advance Schedule	
Training	As Needed	

## PARK LOCATIONS, CLASSIFIED AS MAINTENANCE LOS 2:

Lincoln Park/Eldridge Playfield  
McKinley Park  
Peck Field



ORIGINAL

## 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
<b>TURF - GRASS - LITTER</b>		
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
<b>RESTROOMS</b>		
Restroom Open & Close	N/A	N/A
Restroom Cleaning (routine)	N/A	N/A
Restroom Cleaning (deep cleaning/maint)	N/A	N/A
<b>LANDSCAPES</b>		
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
<b>WATER / PLAY FEATURES</b>		
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
<b>ASSETS AND INFRASTRUCTURE</b>		
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 1x/Week; Inspect 1x/Day 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
<b>ADMIN / SECURITY / PROGRAMS</b>		
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 Ailing Park  
 Garfield Park  
 Lots for Tots  
 Neighbors Park  
 North Slope Historic Park  
 Old Town Park  
 Peoples Park  
 Proctor Garden  
 Sawyer Tot Lot  
 Sheridan Park

ORIGINAL

## 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		



ORIGINAL



## EXHIBIT B

## 2015/2016 MAINTENANCE LEVEL - COMMUNITY FACILITIES (CF)

TASK / DESCRIPTION	TASK FREQUENCY
Staff or Vendor Inspections	Monthly
HVAC Systems Maintenance & operation	Quarterly Maintenance-Work Order System
Boiler Maintenance & operation	Quarterly Maintenance-Work Order System
Boiler, pressure vessel inspection (Mandated)	Annual Inspection X 2
Fire extinguishers (Mandated)	Monthly Inspections-Annual Service
Fire suppression systems (Mandated)	Monthly Inspections-Annual Service
Kitchen hood maintenance (Mandated)	N/A
Pest Control	Monthly
Elevator maintenance & operation (Mandated)	N/A
Door & window maintenance and operation	As Needed-Work Order System
Scheduled Maintenance & Repair Team calendar	Per Plan and/or Advance Schedule
Building maintenance	As Needed-Work Order System
Pool maintenance (Mandated)	Per Plan and/or Advance Schedule
Roof & gutter maintenance	Monthly Inspections-Work Order System
Floor maintenance	Per Plan and/or Advance Schedule
<b>ASSETS AND INFRASTRUCTURE</b>	
Catch Basin / Culvert Management (Mandated)	1-2 x Year Inspection / Maintenance & Repairs As Needed/ City of Tacoma Environmental Services
Fire Hydrant Maintenance (Mandated)	1 x Year Inspection / Testing by Annual Contract, Reviewed by Tacoma Fire Dept
Backflow Testing and Maintenance (Mandated)	1 x Year Inspection / Testing / Repairs As Needed/Tacoma Water
Flag Operation & Maintenance	1 x Year Inspection / Repairs As Needed
Sign Maintenance	As Needed Only; Schedule Repairs Via Work Order System
Gate/Entry Maintenance	As Needed Only; Schedule Repairs Via Work Order System
Deck & Pier Maintenance	As Needed Only; Schedule Repairs Via Work Order System
Compactor Maintenance	Quarterly Inspections/Repairs As Needed (Every 2 Years Contracted)
Generator Operation & Maintenance	1-2 x Year Inspection / Repairs As Needed / Load Testing - Contracted
Vegetation Clearing & Maintenance	1 x Year Inspection /Schedule As Needed / - Contracted
Parking Lot and Road (Asphalt) Maintenance	Annual Repairs and Maintenance via Per Plan and/ Advance Schedule/As Needed
Site Furniture Maintenance	Annual Repairs and Maintenance via Per Plan and/Advance Schedule/As Needed
<b>UTILITIES</b>	
Electrical systems	1-2 x Year Inspection / Repairs As Needed
Water, domestic & irrigation systems	1-2 x Year Inspection / Repairs As Needed
Storm & Surface Water Systems	1-2 x Year Inspection / Repairs As Needed
Sanitary Sewer Systems (Mandated)	1-2 x Year Inspection / Repairs As Needed/ Tacoma Pierce County Health Department
Lift stations and Tank Pumping (Mandated)	Weekly Preventative Inspections / As Needed Pumping/Tacoma Pierce County Health Department
Compressed Natural Gas	1-2 x Year Inspection / Repairs As Needed
Communication Systems	1-2 x Year Inspection / Repairs As Needed
<b>ADMIN / SECURITY / PROGRAMS</b>	
Security Systems & Operation	As Needed / Schedule Repairs Via Work Order System
Storm Response (trees, ice, snow, floods)	Compliance w/ DPNR Open Space & Emergency Plan
Special Event Support	As Needed via Per Plan and/or Advance Schedule
Fire Monitoring (Mandated)	As Needed via Per Plan and/or Advance Schedule
Vandalism Response	Secured ASAP; Repaired within 30 Days via Work Order System
Graffiti Removal	Inspections 1x Per Week; Repaired within 48 Hours via Work Order System
Administrative Tasks	As Needed
Training	As Needed

**PARK LOCATIONS, CLASSIFIED AS COMMUNITY FACILITIES**  
 People's Community Center (Pool has a separate MOU)



**ORIGINAL**

**Exhibit C**  
**City Payment Commitment for 2015 - 2018**

<b>FY 2015 - 2016 MPT Contract for Service Payments</b>		
<b>Park Category = Service Level (1, 2, 3)</b>	<b>2015 Amount</b>	<b>2016 Amount</b>
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
<b>Annual Total Payment =</b>	<b>\$ 2,641,800</b>	<b>\$ 2,707,800</b>
<b>FY 2017 - 2018 Estimated MPT Support Payments (2018 @ 2% is estimate only)</b>		
<b>Park Category - Service Level</b>	<b>2017 Amount</b>	<b>2018 Est. Amount</b>
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
<b>Annual Base Payment =</b>	<b>\$ 2,900,000</b>	<b>\$ 2,958,000</b>

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

**ORIGINAL**

**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

**ORIGINAL**

## **EXHIBIT E-CITY OF TACOMA INSURANCE REQUIREMENTS**

### **I. GENERAL REQUIREMENTS**

- a) The insurance must be provided by an insurer with a rating of (A-) VII or higher in the A.M. Best's Key Rating Guide, and pursuant to RCW 48, licensed to do business in the State of Washington (or issued as a surplus line by a Washington Surplus lines broker.) The City reserves the right to approve or reject the insurance provided, based upon the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.  
<http://www.ambest.com/home/default.aspx>
- b) MPT shall keep this insurance in force during the entire term of the Agreement and for thirty (30) days after completion of all work required by the Agreement, unless otherwise provided herein.
- c) The liability insurance policies required by this section shall:
  - i. Contain a "severability of insureds," "separation of interest," or "cross liability" provision.
  - ii. Be primary and non-contributory insurance to any insurance coverage or self-insurance program the City may maintain
  - iii. Contain a Waiver of Subrogation clause in favor of the City.
- d) MPT shall provide the City not less than 30 day notice of any cancellation or non-renewal of this required insurance.
- e) Upon request, MPT shall forward to the City, a full and certified copy of the insurance policy(s) and endorsements required by this section.
- f) MPT shall not begin work under the Agreement until the required insurance has been obtained and approved by the City.
- g) Failure on the part of MPT to obtain and maintain the insurance as required by this section shall constitute a material breach of the Agreement, upon which the City may, after giving five business day notice to MPT to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City by MPT upon demand, or at the sole discretion of the City, offset against funds due MPT from the City.
- h) All costs for insurance shall be incidental to, and included in, the unit or lump sum prices of the Agreement and no additional payment will be made by the City to MPT.

## II. EVIDENCE OF INSURANCE

MPT shall deliver to the City a Certificate(s) of Insurance **and** endorsements for each policy of insurance meeting the requirements set forth herein when MPT delivers the signed Agreement for the work. The certificate and endorsements must conform to the following requirements:

- a. An ACORD certificate or a form determined by the City to be equivalent.
- b. The Endorsement is to state that the insurance is primary and non-contributory over any insurance or self-insurance the City may have.
- c. Blanket Endorsements are acceptable. MPT may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement. A statement of additional insured status on an ACORD Certificate of Insurance shall not satisfy this requirement.
- d. Any other amendatory endorsements to show the coverage required herein.

## III. CERTIFICATE REQUIREMENTS

The following must be indicated on the Certificate of Insurance:

- a. ***"This insurance is primary and non-contributory over any insurance or self-insurance the City may have"*** ("as respects a specific Agreement" or "for any and all work performed with the City" may be included in this statement).
- b. A Waiver of Subrogation in favor of City of Tacoma for General Liability and Automobile Liability.
- c. Self-Insured Retention and applicable deductible limits must be disclosed on the Certificate.

## IV. COVERAGES AND LIMITS

The insurance shall provide the minimum coverages and limits set forth below and be provided on policy forms published by the Insurance Service Office (ISO). Providing coverage in these stated minimum limits shall not be construed to relieve MPT from liability in excess of such limits. None of the policies or coverage required by this section shall be subject to a deductible or self-insured retained limit of more than \$25,000 unless first approved in writing by the contracting department of the City.

### A. Commercial General Liability

A policy of Commercial General Liability Insurance (CGL) shall be written on an "occurrence", not "claims made", basis and shall include the following coverage:

- a) Must use **(ISO form CG0001(04-13) or its equivalent)**

- b) If MPT is performing work within 50 feet of a railroad right of way, the General Liability policy shall be endorsed to eliminate the Contractual Liability exclusion pertaining to work within 50 feet of a railroad right of way using Insurance Services Office form CG2417(10-01) or the equivalent.
- c) If MPT is working directly with youth under the age of 18, Abuse & Molestation with limits not less than \$1,000,000 each occurrence & \$2,000,000 aggregate

CGL policy must provide limits not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate.

**B. Commercial Automobile Liability (ISO form CA 0001 or its equivalent)**

MPT shall obtain and keep in force during the term of the Agreement, a policy of Commercial Automobile Liability insurance coverage, providing bodily injury coverage and property damage coverage for owned, non-owned, hired, and leased vehicles. If 'pollutants' are to be transported, MPT must also maintain an MCS 90 endorsement or the equivalent and a CA 9948 endorsement or the equivalent. Such policy (ies) must provide limits not less than \$1,000,000 each accident for bodily injury and property damage.

**C. Workers' Compensation**

**1. State of Washington Workers' Compensation**

- a. MPT shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

**D. Employer's Liability**

MPT shall maintain Employers Liability coverage with limits not less than \$1,000,000 each employee, \$1,000,000 each accident, and \$1,000,000 policy limit.

**E. Professional Liability**

MPT and/or its subcontractor shall provide evidence of Professional Liability insurance covering professional errors and omissions. Such policy must provide minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate. If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage. If provided on a claims made basis, such coverage shall be

maintained by policy renewals or an extended reporting period endorsement for not less than three years following the end of the Agreement.

**F. Excess or Umbrella Liability**

MPT shall provide Excess or Umbrella Liability coverage at limits of not less than \$10,000,000 per occurrence and in the aggregate. This excess or umbrella liability coverage shall apply, at a minimum, to the Commercial General Liability, Employer's Liability and Automobile Liability forms required herein.

**G. Public Officials Liability**

MPT shall maintain Public Officials Liability insurance with a limit not less than \$10,000,000 each wrongful act and \$10,000,000 annual aggregate.

**NOTE:**

All the requirements and Sections in this Exhibit E shall be fulfilled by MPT's membership and coverage in Washington Cities Insurance Authority.



Req. #16-0859

## RESOLUTION NO. 39539

1 A RESOLUTION relating to parks and recreation; authorizing the execution of an  
2 Interlocal Agreement between the City of Tacoma and Metropolitan Park  
3 District of Tacoma ("Metro Parks") to address a policy change relating to  
4 City subsidy of property maintenance performed by Metro Parks, as well  
5 as language to improve the collaborative partnership going forward.

6 WHEREAS the City contracts with the Metropolitan Park District of  
7 Tacoma ("Metro Parks") for the maintenance of City-owned park/recreational  
8 properties, including properties transferred from the City to Metro Parks in past  
9 agreements, and

10 WHEREAS a maintenance-oriented Interlocal Agreement has been in  
11 place since 2004, with the most recent agreement executed in 2008, and

12 WHEREAS the current agreement includes a funding decrement that does  
13 not reflect the budget policy adopted by the City Council for the 2015-2016  
14 biennium, and

15 WHEREAS, without a funding replacement option, a funding decrement  
16 policy would require Metro Parks to identify replacement funding to maintain  
17 service levels or decrease future services as City support is systematically  
18 withdrawn, and

19 WHEREAS the current agreement also does not address such concepts  
20 as baseline funding adjustments for inflation; jointly pursuing new revenue  
21 sources; a capital reserve for the maintenance and repair of assets; or a  
22 mechanism by which City and Metro Parks staff will collaborate on projects and  
23 issues of mutual interest, which would be beneficial for the effective and efficient  
24 use of taxpayer resources, and  
25  
26





WHEREAS the City and Metro Parks have concluded that a “master”  
 1 interlocal agreement, removing the decrement and adding language that  
 2 recognizes strategic interagency collaboration efforts, is necessary to provide  
 3 clarity going forward, and  
 4

WHEREAS it is also necessary to revisit the level of service for each  
 5 property maintained by Metro Parks on the City's behalf, to gain a clear  
 6 understanding of the baseline funding allocation usage, and  
 7

WHEREAS, on May 18, 2016, the proposed agreement was presented to  
 8 the Government Performance and Finance Committee, and the Committee  
 9 recommended the agreement for consideration by the City Council, and  
 10

WHEREAS, on August 22, 2016, the proposed agreement was presented  
 11 to the Metro Parks Board of Commissioners and was unanimously approved by  
 12 the Board, and  
 13

WHEREAS the proposed agreement maintains a higher level of support to  
 14 Metro Parks that will ultimately improve the quality of life for residents, and will  
 15 provide the mechanisms by which staff will work collaboratively to carry out the  
 16 strategic visions of both entities; Now, Therefore,  
 17

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:  
 18

That the proper officers of the City are hereby authorized to enter into an  
 19 interlocal agreement with the Metropolitan Park District of Tacoma (“Metro Parks”),  
 20 for the purpose of addressing a change in policy relating to City subsidy of property  
 21 maintenance performed by Metro Parks, as well as adding language to improve  
 22  
 23  
 24  
 25  
 26



1 the collaborative partnership going forward, said document to be substantially in  
2 the form of the Interlocal Agreement on file in the office of the City Clerk.

3  
4 Adopted \_\_\_\_\_

5  
6 \_\_\_\_\_  
Mayor

7 Attest:

8  
9 \_\_\_\_\_  
City Clerk

10 Approved as to form:

11  
12 \_\_\_\_\_  
13 Deputy City Attorney