

**REGULAR PARK BOARD MEETING AND AGENDA
JANUARY 25, 2021
6:00 PM REGULAR MEETING
REMOTE MEETING**



Protecting the public, our partners, and our staff are of the utmost importance.

Due to recent health concerns with the novel coronavirus and in compliance with the Governor's Executive Order 20-28.2 (amending 20-05, 20-28, 20-28.1 , 20-28.2, 20-28.3, 20-28.4, 20-28.7 , 20-28.8, 20-28.9, 20-28.10, 20-28.11,20-28.12, 20-28.13, 20-28.14),
this meeting will be held remotely.

The public is encouraged to participate via telephone or Zoom and will be given opportunities to comment, as noted below.

You can listen to Regular Park Board Meeting via telephone by following the instructions below:

Telephone Instructions:

Dial: 253-215-8782

**Enter Meeting ID:
976 5697 5209#**

Participant ID: no ID needed just press #

You can listen and view presentations of the Regular Park Board Meeting via the Zoom link:

Join Zoom Meeting

<https://zoom.us/j/97656975209>

Community comment is encouraged to be submitted in advance of the meeting in written form. Please submit written comments to the Board by 5pm on January 25, 2021 by e-mailing them to Jennifer Bowman at jenniferb@tacomaparks.com. Comments will be compiled and sent to Board members in advance of the meeting. Comments may also be left on voicemail at 253-305-1091 by 5pm on January 25, 2021. Verbal comments will also be allowed during the meeting. To request to speak during community comments, please press the Raise Hand button near the bottom of your Zoom window or *9 on your phone. All speakers will have up to three minutes to speak.

**METROPOLITAN PARK DISTRICT
OF TACOMA**



AGENDA

**JANUARY 25, 2021
6:00 P.M.
REMOTE MEETING**

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**MEETINGS ARE RECORDED AND MAY BE HEARD AT THE
PARK DISTRICT OFFICES UPON REQUEST**

COMMISSIONERS

ERIK HANBERG, PRESIDENT

ANDREA SMITH, CLERK

AARON POINTER

JESSIE BAINES, JR.

TIM REID

6:00 P.M. **CALL TO ORDER**

ROLL CALL

SPECIAL PRESENTATIONS

PARKS CHAMPION AWARD

PRESIDENT'S REPORT

STANDING COMMITTEE & COMMISSION REPORTS

2021 BOARD COMMITTEE ASSIGNMENTS

EXECUTIVE DIRECTOR'S REPORT

"Park District meeting sites are accessible to people who require
special accommodations, please contact 305-1091
48 hours prior to the meeting time."



REGULAR MEETING

COMMUNITY COMMENTS

Community comment is encouraged to be submitted in advance of the meeting in written form. Please submit written comments to the Board by 5pm on January 25, 2021 by e-mailing them to Jennifer Bowman at jenniferb@tacomaparks.com Comments will be compiled and sent to Board members in advance of the meeting. Comments may also be left on voicemail at 253-305-1091 by 5pm on January 25, 2021. Verbal comments will also be allowed during the meeting. To request to speak during community comments, please press the Raise Hand button near the bottom of your Zoom window or *9 on your phone. All speakers will have up to three minutes to speak.

MINUTES

(5-14) MINUTES OF THE JANUARY 11, 2021 REGULAR BOARD MEETING

CONSENT AGENDA

REGULAR AGENDA

PURCHASING RESOLUTIONS

(Requiring one reading for adoption)

(15-22) **RESOLUTION NO. P6-21:** AUTHORIZING PURCHASE OF GOODS AND SERVICES FOR METRO PARKS TACOMA

1. TYLER TECHNOLOGIES INC., MUNIS DIVISON FOR SOFTWARE MAINTENANCE, TECHNICAL SUPPORT, AND OTHER SERVICES AS REQUESTSED IN AN AMOUNT NOT TO EXCEED \$315,000 FOR 2021 & 2022
(Contact: Erwin Vidallon, Chief Financial Officer)
2. ACTIVE NETWORK LLC FOR SOFTWARE SUBSCRIPTION FEES, AND OTHER SERVICES AS REQUESTED IN AN AMOUNT NOT TO EXCEED \$155,000 FOR 2021 & 2022
(Contact: Erwin Vidallon, Chief Financial Officer)
3. WASHINGTON CITIES INSURANCE AUTHORITY (WCIA) FOR PROPERTY, LIABILITY AND AUTO INSURANCE IN AN AMOUNT NOT TO EXCEED \$1,772,000 FOR 2021 & 2022
(Contact: Erwin Vidallon, Chief Financial Officer)
4. WASHINGTON STATE AUDITOR’S OFFICE FOR FINANCIAL & ACCOUNTABILITY AUDIT IN AN AMOUNT NOT TO EXCEED \$140,000 FOR 2021& 2022
(Contact: Erwin Vidallon, Chief Financial Officer)
5. SEATTLE’S FINEST SECURITY & TRAFFIC CONTROL FOR SECURITY SERVICES IN THE AMOUNT OF \$274,486.00 FOR 2021& 2022
(Contact: Alan Varsik, Director or Zoological & Environmental Education)

PUBLIC WORKS PURCHASING RESOLUTIONS

(Requiring one reading for adoption)

- (23-26) **RESOLUTION NO. PW7-21:** DICKMAN MILL EXPANSION AND HEAD SAW PROJECT REDSIDE CONSTRUCTION LLC – CHANGE ORDER NO. 2
(Contact: Debbie Terwilleger, Director of Business Administration & Planning)

SINGLE READING RESOLUTIONS

(Requiring one reading for adoption)

- (27-61) **RESOLUTION NO. R8-21:** APPROVING THE ZOO SOCIETY AND GREATER METRO PARKS FOUNDATION OPERATING AGREEMENTS
(Contact: Sandra Eliason, Chief Marketing & Communications Officer)

SECOND READING RESOLUTIONS

(Requiring two readings for adoption)

FIRST READINGS:

(Requiring two readings for adoption)

UNFINISHED BUSINESS

NEW BUSINESS

BOARD COMMENTS

ADJOURNMENT

UPCOMING BOARD MEETINGS

January 27, 2021	Capital Improvement Committee	5:00 PM	Remote Meeting
February 8, 2021	Regular Park Board Meeting	6:00 PM	Remote Meeting
February 10, 2021	Capital Improvement Committee	5:00 PM	Remote Meeting
February 22, 2021	Regular Park Board Meeting	6:00 PM	Remote Meeting
February 24, 2021	Capital Improvement Committee	5:00 PM	Remote Meeting

*Remote meeting details can be found on the Metro Parks Website www.metroparkstacoma.org

*Committee Meetings are subject to change - please check the Metro Parks Website, www.metroparkstacoma.org for the most up to date meeting schedules.





**MINUTES OF REGULAR MEETING
BOARD OF PARK COMMISSIONERS
JANUARY 11, 2020**

PRESENT:

Erik Hanberg, President
Andrea Smith, Clerk
Aaron Pointer
Jessie Baines
Tim Reid

IN THE CHAIR: Erik Hanberg

PLACE: Remote call in meeting

REGULAR MEETING

The regular meeting of the Metropolitan Park District Board of Park Commissioners was called to order by Commissioner Reid at 6:00 p.m.

SPECIAL PRESENTATIONS WHOLE CHILD PROCLAMATION

Mary Tuttle was introduced and spoke about the local partnership in Tacoma that contribute to the Whole Child initiative. Ms. Tuttle recognized Tacoma Public Schools, Greater Tacoma Community Foundation, City of Tacoma, the Children’s Museum of Tacoma and other community service-delivery partners that have collaboratively joined forces to provide youth development opportunities that assures more students from all socio-economic backgrounds can access programs and the range of developmental benefits they provide. Commissioner Reid read a proclamation declaring January as Whole Child Month.

PRESIDENTS REPORT

Commissioner Reid commented on the many challenges in 2020 that occurred during his term as Park Board President; he noted that despite these challenges it has positioned the District to reimagine how it delivers park and recreation services in the future. Commissioner Reid also commented that even though the COVID vaccine is starting to be administered, he urged the community to continue wearing masks, practice social distancing and recreate responsibly.

STANDING COMMITTEE AND COUNCIL REPORTS None

NOMINATIONS FOR 2021 BOARD OFFICERS

At the December 14th Board meeting Commissioner Smith was nominated for the position of Board Clerk. Being no additional nominations, the question was called and Commissioner Smith was elected unanimously as Board Clerk for 2021.

At the December 14th Board meeting Commissioner Hanberg was nominated for the position of Board President. Being no additional nominations, the question was called and Commissioner Hanberg was elected unanimously as Board President for 2021.

EXECUTIVE DIRECTOR'S REPORT

Executive Director, Shon Sylvia reported on the following:

- Due to updated COVID guidelines by the Governor the District could expand some outdoor programming for grades K-12. Staff is working on methods to deliver such programs. Community Centers and Aquariums remain closed during Phase 1. Staff is looking closer to the possible reopening of these facilities as the region gets closer to Phase 2, which could be around April.
- The City has made a request to Metro Parks for use of the Norpoint Community Center for a temporary warming shelter for individuals experiencing homelessness. The District is awaiting a final decision by the City on this topic. The City Council's monthly public forum is scheduled for Tuesday evening and will give community members an opportunity to comment on the proposed plan. Commissioner Pointer commented that this shelter is temporary and could save lives.

COMMUNITY COMMENTS

The following comments related to the Norpoint Center being used as a possible warming shelter were submitted by the following individuals in writing prior to the Board Meeting. (*copies in official file*):

Jim Carey, Dana Peregrine, Linda Sinkula, Megan Capes, Julie Prestis, Adrienne Stuart, Sarah Rumbaugh, Emily Mattran, Sarah Bliesath, Jason Gauthier, Joanne Rixon, Shelby Isham, Nathan Schumer, John Malone, Kristin Taylor, Brian Drinkwine, Beth Baggaley Betsy Jones, Jeanne Levy, David Nieburg, David Sepic, Caitlin Nieburg, Stefano Sblendorio, Tonita Wallace, Sherry Jennings, Dennis Opacki, Pat Richmond, Faye Clerget, Karen Pischel, Dilsha Vaki, Carmen Dunlap, Phil Matonti, Andy Macs, Julie Cracker, Nicholas Spika, Kyra Vakil, Kersi Vakil.

Lois Cooper submitted a comment via voice mail related to the Norpoint Center being used as future warming shelter.

JAH commented that he is concerned about tax dollars being used for a warming shelter at the Norpoint Community Center.

Sandy Hust commented that she is opposed to Norpoint Center being used as a warming shelter as it is located in a residential area with schools and children and she is concerned about safety.

Kathy Dudley comment she is opposed to Norpoint Center being used as a warming shelter as it will delay it opening for members and will be ruined by the homeless individuals.

Jim Carey commented that he has visited the current Eastside Community Center warming shelter. He noted that smoking is occurring on the grounds and individuals are sleeping in cars outside the Center. He stated he interviewed the services provider managing the shelter activities at the center who reported that the center has put strain on the neighborhood, and that the Tacoma Police Department have been called at least 25 times to respond to issues at the center since the warming shelter opened.

Kersi Vakil commented that he was surprised to learn the Norpoint Center is not intending to open for member use since other fitness area in the area have been reopening. He inquired why the Norpoint Center is not being opened for regular patrons.

Trevor Kagochi commented that he supports the idea of Norpoint Community Center serving as warming shelter. He commented that many of the individuals experiencing homelessness are veterans, students, and families. Mr. Kagochi noted the other Metro Parks Centers including Eastside Community Center, STAR Center, and the People's Center all currently being used to support homeless individuals.

Sally Perkins spoke in support of using Norpoint Community Center for a temporary warming shelter to provide individuals refuge from the cold and wet weather. Ms. Perkins noted the other Metro Parks Centers including Eastside Community Center, STAR Center, and the People's Center all currently being used to support homeless individuals.

She noted the City Council has committed to systemic change related to equity for the entire community.

Rev. Kathie Klosterman of Browns Point United Method Church spoke in support of the proposed warming shelter at Norpoint Community Center thanked Metro Parks for their compassion at this time. She noted that although the community is fearful at this time that they can love their neighbors that are in need of help.

Joel Zylstra expressed support for Metro Parks Tacoma to open Norpoint Community Center as temporary warming shelter during a global pandemic to members of the community experiencing homelessness. He spoke of the creative ways schools and other agencies have adapted to meet the needs of citizens during these uncertain times.

Heid Smith spoke in support of the proposed warming shelter noting a moral obligation to support the unsheltered. She noted that opposers of the plan are making assumptions and judgments rather than seeking understanding and clarity of the proposed plan.

Lori Miller inquired as to why Norpoint is not reopening for its intended use as other facilities like it in the area are beginning to open next week. She commented that although she is empathetic to those who are homeless, the Center should be opened for workout facilities and for the pool use as intended.

Ken Miller Spoke in opposition to a warming shelter at the Norpoint Center noting the neighborhood lacks services. He noted safety concerns as there are two schools in the area.

Katie Mattran noted she and her family are frequent users of MPT parks and facilities. Ms. Mattran commented that by not using the center for its intended use the parks in that area will turn into ghost towns as individual are worried about children's safety. Ms. Mattran requested details on the closing plan for the warming shelter. She requested that the Center be opened for its intended use.

Drew Amdahl commented that he has had a Norpoint membership for many years. Mr. Amdahl stated that homeless individuals should be housed in an area of town that has services and a greater police presence, and suggested the City look for alternative venues. He commented he is opposed to the proposal of using Norpoint for a warming shelter.

Matt Penrose spoke in opposition of bussing individuals into a residential neighborhood that has no services nearby to support them. He voiced concern that when the shelter closes that homeless individuals may set up tents within green spaces in the area.

AMC noted a poll was taken in the neighborhood and a letter was sent noting the land designation of the proposed site for the warming shelter at the Norpoint community Center. She noted concerns about lack of a plan and how individuals will be monitored and bussed. She noted her experience in Seattle with homeless individuals.

David Dittmore noted he serves on a homeless veterans committee at Veterans for Peace. He noted that Norpoint seems like a good site for a warming shelter. Mr. Diddemore suggested adding a bus line that could take people staying in the shelter to both the nearby QFC and Walgreens as well as the transfer station in Federal Way. He noted that many people need help right now and this is the time to be helpful.

Crystal Coralles stated that she is not opposed to helping people right now but does have some fear. Ms. Coralles requested more details about the plan from the City. She stressed that due to the kids and elderly in the area that it's not the right neighborhood for this service. Ms. Coralles inquired as to the rules of the proposed shelter and stressed that a warming shelter in this area should be used for families.

Tamra Sharp commented that she has many questions about the plan for the proposed warming shelter at Norpoint Community Center. Ms. Sharp commented that she is concerned about the safety of her students that will be returning to school in that neighborhood next week.

John Cormier commented that he is opposed to the proposal to open a temporary warming shelter at the Norpoint Community Center. Mr. Cormier noted that he is concerned that the proper services and infrastructure are not in place in this area of town to support the homeless community. He suggested using the unused tower of the jail to house homeless individuals.

Hany Sidhom spoke in opposition of the proposed plan to use Norpoint Community Center as a homeless shelter. Mr. Sidhom noted this area of town is too remote for a shelter and is hoping the City will share the plans for this proposal with the community.

Brenda Taubenheim commented that there are better options in the City of Tacoma for housing homeless individuals rather than the Norpoint Center. Ms. Taubenheim commented that she is worried about the neighborhood's safety based on the example of the Eastside Community Center. She inquired about the cost, funding and plans for clean up of the Center if it is used to house homeless individuals.

John Higley, a Norpoint member commented that residents in the neighborhood are not in favor of the proposal because of the way it was thrown upon them. Mr. Higley inquired as to whether the Park Board has received the survey conducted by NE Tacoma resident, James West. Mr. Higley noted that services are too far away from the Center to serve homeless individuals. He urged that other options be considered.

Yvonne McCarty chair of the NE Tacoma Neighborhood Council commented that she first heard about the idea of using Norpoint as a warming shelter from the City of Tacoma neighborhood services department. She noted she has been receiving hundreds of questions that are not addressed in the City's current FAQ. Ms. McCarty noted her disappointment with the City and MPT on the roll out of this proposal.

Travis Sans commented that he is concerned about theft in the neighborhood if the homeless shelter does move forward. Mr. San suggested using the jail to house homeless individuals.

Kris Johansen is concerned with the Norpoint Center proposal stating that the Metro Parks' mission does not align with housing the homeless. Mr. Johansen suggested using the jail as an alternative. He continued noting his concerns about security in the neighborhood and that future open spaces may become future encampments.

Nathan Blackmer noted he works with homeless individuals and understands the fears and misconceptions neighbors are feeling right now regarding the proposal to have Norpoint Center serve as warming shelter. Mr. Blackman stated that the City of Tacoma has failed to meet the needs of its homeless and beds are currently full.

Kurt Walters commented that the community has been provided with no information on the details of the plan for using Norpoint as a homeless shelter. Mr. Walters voiced concern about safety issues.

Jay Severson commented that there are no available services near the Norpoint Community Center to assist homeless individuals. Mr. Severson also stated that the City of Tacoma needs to communicate better with residents in the neighborhood.

Paul Burton commented that he resents those who have commented thus far who have been shaming those not in favor of the proposal to use the Norpoint Community Center as a warming shelter. Mr. Burton commented that he is concerned about crime as there is limited policing in NE Tacoma. Mr. Burton further noted that he would like to see details of the City's plan for the shelter.

Deborah Tone commented on her experience as a substance abuse professional and the wait times for getting homeless individuals treatment. Ms. Tone noted that she has compassion for individuals experiencing homelessness but Norpoint Center is not the right place to house them, as there will be safety and crime issues.

Rebecca Vitsmun noted that she has worked with homeless individuals. She commented that the fear expressed by others is unfounded and knows she will have to adapt her trips to the skate park with her children for a very short period of time in order to help these homeless individuals.

Ronald Hall commented that the planning for the Norpoint proposal has not been done well. Mr. Hall commented that providing shelter for homeless individuals does not align with the Park District's mission or with the Park Board's responsibility.

Stephanie Seher-Cantoni commented that there has been a clear lack of planning and communication around plans to provide a warming shelter at the Norpoint Community Center. Ms. Cantoni noted that there is a lack of police presence in that neighborhood and that those planning for this shelter do not understand the culture of the community in NE Tacoma.

Gerard Gray commented that he does not understand why those who do not live in the neighborhood get to make comments regarding the Norpoint Center since they do not live in the area and it does not impact them. Mr. Gray commented that he has concerns about safety and urged the City to come up with an alternative location and plan for the warming shelter.

V. Williams commented that she lives across the street from the Norpoint Community Center and is opposed to the proposed warming shelter at that site. Ms. Williams noted impacts this shelter will have on children in the area. She also stated that there are a lack of services in the

neighborhood and that the City needs a better plan that address long-term solutions to house homeless individuals.

Candace Morrow commented that she has participated with a coalition to help kids that need food assistance and has provided healthcare for homeless individuals. Ms. Morrow commented that putting a temporary homeless shelter at Norpoint is not a good idea since as it is far from services including police and fire. She also commented that if there are individuals at the Center that kids will not be able to use the park.

Greg Debbie voiced his frustration with the City and Metro Parks' lack of transparency and lack of plan regarding the proposed warming shelter at the Norpoint Community Center.

Angie Eichholtz commented root of the problem with homeless is drug abuse and there is lack of leadership at the City to deal with the homelessness issues. She urged people to watch *Fight for the Soul of Seattle* and the idea of using Home Haven for drug recovery.

Rachel Grant spoke in support of the proposal to use the Norpoint Community Center as a temporary warming shelter.

Sophia commented that the warming shelter plan is short sided. She commented that the jail may be a better spot to consider. Sophia commented that there are numerous schools, parks and neighborhoods in the Norpoint area that will be impacted if shelter is established at Norpoint. Sophia commented that resources and right organization are needed to help with these individuals.

Sean Whalen thanked the Board for the being open to hear this conversation and making sure people feel welcome in this City. Mr. Whalen noted that he appreciates Metro Parks Board in playing a role in finding solutions to the community-wide problem of homelessness.

Joey commented that she is scared of the proposal to bring a warming shelter to the Norpoint Community Center. She encouraged the Board to look at other alternatives including the STAR Center and other facilities that may allow for improved social distancing.

Marcel commented that she is concerned about the safety of the park behind the center if a warming center opens at Norpoint. She noted she and her family use the park daily since centers and schools are closed.

Anne commented that she is not in support of the proposed warming shelter at the Norpoint Center due to poor planning and lack of transparency.

Renee thanked MPT for the chance to dialogue and learn from others even if there is disagreement. She noted that poor legislation has led to homelessness. She stated that bussing individuals up the Norpoint Center that has no services near by makes no sense. She stated there are other areas in Tacoma with better support services to serve these homeless individuals.

Brooke Marvin commented that she would like information on how citizens can participate in the City's community form being held on Tuesday.

MINUTES OF THE DECEMBER 14, 2020 REGULAR BOARD MEETING

Commissioner Pointer moved to adopt the minutes as presented; seconded by Commissioner Smith and passed on a vote of 5-0.

CONSENT AGENDA**RESOLUTION NO.C1-21: APPROVAL OF WARRANTS CLAIM FUND FOR DECEMBER 2020**

Commissioner Pointer moved adoption of consents agenda as presented; seconded by Commissioner Smith.

Being no additional comments the question was called and the resolution passed on a vote of 5-0.

PURCHASING RESOLUTIONS**RESOLUTION NO. P2-21: AUTHORIZING PURCHASE OF GOODS AND SERVICES FOR METRO PARKS TACOMA**

1. MACDONALD MILLER FACILITY SOLUTIONS INC. FOR INSPECTION, REPAIR AND MAINTENANCE ON BOILERS AND HVAC UNITS, DISTRICT-WIDE IN AN AMOUNT NOT TO EXCEED \$360,000
2. PISCES SEAFOOD FOR VARIOUS SEAFOOD (ANIMAL FOOD) IN THE AMOUNT OF \$58,082.33

Commissioner Pointer moved adoption of the resolution; seconded by Commissioner Smith.

Marina Becker commented that the MacDonald Miller was the only bid submitted for the HVA/boiler contract. She commented this contract will take care of the routine maintenance, inspections and repair of the District's boilers and HVAC systems.

Alan Varsik commented that seafood purchase is for the fish eating animals at the Zoo and Aquarium.

Being no additional comments, the question was called and the resolution passed on a vote of 5-0.

PUBLIC WORKS PURCHASING RESOLUTIONS**RESOLUTION NO. PW3-21: HEADQUARTERS FACILITY IMPROVEMENTS PIONEER HUMAN SERVICES CHANGE ORDER NO. 4**

Commissioner Pointer moved adoption of the resolution; seconded by Commissioner Smith.

Debbie Terwilleger commented that this change order is to account for some unforeseen work under the original contract including minor electrical modifications, and building entry

modifications including security controls and door hardware. She no noted the changes will be paid out of the project contingency.

Project Manger, Roger Stanton commented on the good work by the contractor on the project.

Being no additional comments, the question was called and the resolution passed on a vote of 5-0.

RESOLUTION NO. PW4-21: OWEN BEACH PARK IMPROVEMENTS
BID# J2020-15 CONTRACT AWARD TO COLVOS CONSTRUCTION SERVICES

Commissioner Pointer moved adoption of the resolution; seconded by Commissioner Smith.

Debbie Terwilliger commented that this item was reviewed by the CIC on January 5th .

Staff commented that the overall project scope includes a new pavilion building, new restrooms, renovated bath house of kayak rentals, outdoor plaza space, ADA complaint connecting walks, renovated picnic shelter, small children’s play area parking and landscaping improvements and new utilities. Staff commented that there were 7 bids submitted with Colvos Construction submitting the low bid.

Being no additional comments, the question was called and the resolution passed on a vote of 5-0.

SINGLE READING RESOLUTIONS

RESOLUTION NO. R5-21: APPROVING CONVERSION FOR STREET RIGHT OF WAY INTO REAL PROPERTY AT SWAN CREEK PARK, NO. 124.1412

Commissioner Pointer moved adoption of the resolution; seconded by Commissioner Smith.

Debbie Terwilliger commented that this resolution seeks Board approval to enable the Executive Director enter into the necessary agreement for the conversion of street right of way into real property within the boundaries of Swan Creek Park. She noted that vacation includes 54 linear feet.

Being no additional comments, the question was called and the resolution passed on a vote of 5-0.

SECOND READINGS RESOLUTIONS None

FIRST READING RESOLUTIONS None

UNFINISHED BUSINESS None

NEW BUSINESS None

BOARD COMMENTS:

Commissioner Pointer commented that he condemns the domestic terrorist attack on the Nation’s Capitol last week.

Commissioner Baines commented that he is disappointed with the outcome of the Board’s election of officer earlier in the meeting.

Commissioner Reid commented that he condemns the domestic terrorist attack on the Nation’s Capitol last week.

Commissioner Smith commented that over 240 community members attend tonight’s meeting.

Commissioner Hanberg thanked staff for working wit the City on the homelessness issue.

EXECUTIVE SESSION: PERSONNEL MATTER

This matter was tabled to a future Board Meeting.

ADJOURN:

Being no further business, the meeting was adjourned at 9:05p.m.

APPROVED:

President

Clerk

Submitted by: Jennifer Bowman, Board Secretary





MEMORANDUM

TO: Board of Park Commissioners

THROUGH: Shon Sylvia, Executive Director

FROM: Erwin Vidallon, Chief Financial Officer
Alan Varsik, Director of Zoological & Environmental Education

SUBJECT: Purchasing Resolution

DATE: January 19, 2021

EXECUTIVE SUMMARY: The attached Purchasing Resolution seeks Board approval to enable the Executive Director to enter into the necessary agreements for the purchase and acquisition of the goods and services detailed in Exhibit A to the Resolution and in the supporting information below.

<u>Item Number</u>	<u>Proposed Vendor</u>	<u>Proposed Purchase</u>	<u>Price (Without Sales Tax)</u>
1.	Tyler Technologies, Inc., Munis Division	Software Maintenance, Technical Support, Other Services as Requested	Not to exceed \$315,000
2.	Active Network	Recreation Management & POS Software Service Fees	Not to exceed \$160,000
3.	WA Cities Insurance Authority (WCIA)	Property, Liability and Auto Insurance	Not to exceed \$1,772,000
4.	Washington State Auditor's Office	Financial & Accountability Audit	Not to exceed \$140,000
5.	Seattle's Finest Security & Traffic Control	Security Services	\$274,486.00

ITEM NO. 1

- **VENDOR** Tyler Technologies Inc., Munis Division
- **GOODS OR SERVICE** Software Maintenance, Technical Support, Other Services as Requested
- **PRICE** 2021 & 2022 – Not to exceed \$315,000
- **SOURCE OF FUNDING** Finance & Business Services/IT Operating Funds
- **CONTACT** Erwin Vidallon, 253-305-1081

BACKGROUND: Staff requests that the Board of Park Commissioners authorize the purchase of software licensing, maintenance and consulting services from Tyler Technologies, Inc., Munis Division, at a cost not to exceed \$315,000 for 2021 and 2022.

The District uses Munis Software, owned and supported by Tyler Technologies, as its Enterprise Resource Planning (ERP) software system. Munis is used for all aspects of financial transaction processing — general ledger, budgeting, accounts payable and purchasing, accounts receivable, payroll, personnel management, etc. Our annual software maintenance contract with Munis provides access to Munis customer support services for general assistance and technical troubleshooting, and also provides ongoing software upgrades, release management, and year-end releases for tax reporting. It is important that we continue our maintenance contract to ensure essential financial services are provided without interruption and can be restored in the event of a system failure. To continue receiving upgrades and technical support, the District must pay a biennial maintenance and support fee of \$250,000.

Additionally, Metro Parks plans to initiate a complete system assessment of Munis, and how we use its various capabilities and modules. This is a priority project recommended as part of the 2019 IT Strategic Plan and will include a complete business process review. The project objectives are to identify and remediate inefficiencies so as to optimize our use of the Enterprise Resource Planning (ERP) software, and to provide associated training to staff. Consulting fees associated with this project are estimated to be \$50,000.

Other services we anticipate purchasing from Tyler Technologies include conference registration fees, and other routine training and/or consulting services. These additional expenses should not exceed \$15,000 for 2021-2022.

FISCAL IMPACT: Funds for Munis software support and maintenance are provided for in the 2021-2022 biennial budget under Business Administration & Planning, Finance & Business Development, Information Technology Division.

ADDITIONAL INFORMATION: For additional information, contact Erwin Vidallon at (253) 305-1081.

ITEM No. 2

- **VENDOR** Active Network LLC
- **GOODS OR SERVICE** Software Subscription Fees, Other Services as Requested
- **PRICE** 2021 & 2022 – Not to exceed \$160,000
- **SOURCE OF FUNDING** Finance & Business Services/IT Operating Funds
- **CONTACT** Erwin Vidallon, 253-305-1081

BACKGROUND: Staff requests that the Board of Park Commissioners authorize the payment of software transaction and consulting fees to Active Network, LLC, at a cost not to exceed \$160,000 for 2021 and 2022.

The District uses ActiveNet, a SaaS (software as a service) product hosted and maintained by Active Network, LLC, for all areas of recreation management and POS operations, including memberships, facility rentals, activities, leagues and camps. ActiveNet is licensed on a subscription basis, and Active Network charges a fee for each transaction processed, equal to 1.5% of the transaction. Based on fees incurred during 2019 of approximately \$83,000, staff estimates that fees in 2021 and 2022 will total approximately \$145,000. This estimate assumes that fees in 2021 will be lower due to continued closures and restrictions related to COVID-19.

Other services we anticipate purchasing from Active Network include conference registration fees, and other training and/or consulting services. These additional expenses should not exceed \$15,000 for the 2021-2022 biennium.

FISCAL IMPACT: Funds for ActiveNet fees are built into the pricing structure for memberships, activity registration and facility rental fees, and POS items. Funds for additional ActiveNet modules and other services are provided for in the 2021-2022 biennial budget under Business Administration & Planning, Finance & Business Development, Information Technology Division.

ADDITIONAL INFORMATION: For additional information, contact Erwin Vidallon at (253) 305-1081.

ITEM No. 3

- **VENDOR** Washington Cities Insurance Authority (WCIA)
- **GOODS OR SERVICE** Property, Liability and Auto Insurance
- **PRICE** 2021 & 2022 – Not to exceed \$1,772,000
- **SOURCE OF FUNDING** Department Operating Funds
- **CONTACT** Erwin Vidallon, 253-305-1081

BACKGROUND: Insurance is considered a sole source service by the State and is exempt from bid requirements per statute. As a member owned pool, the coverage and services are provided per the terms of an Interlocal Agreement. The District has the ability to opt out on an annual basis.

One significant advantage of being a WCIA member is the cost savings realized through eliminating broker's commissions, which the District previously paid approximately \$25,000 annually. WCIA determines its rate structure based upon claims experience from prior year, property valuation changes and the need to maintain adequate reserves and pay excess coverage premiums. Listed below are the last 5 years of premiums, including 2021.

2017	\$637,710
2018	\$615,787
2019	\$688,762
2020	\$827,607
2021	\$871,842

Additional property coverage benefits that we realize through WCIA includes lower cost facilities/assets such as picnic shelters and older restrooms, as well as our zoological animals; animals were not covered by the old insurance program. WCIA also provides coverage for crimes such as computer fraud, data breach, forgery and theft that were not provided by our old coverage. Employment practices and public officials liability coverage limits are also significantly higher with WCIA.

WCIA provides free services such as training on many relevant topics, pre-defense legal reviews, a contracts and agreements database, and annual and/or on-demand risk audits. Several of the trainings are required annually in order to remain a member. The pre-defense counseling and legal assistance services are provided by WCIA to help members address potential personnel, land use and other legal issues, at no additional cost to members.

FISCAL IMPACT: Funds for insurance coverage are provided for in the 2021-2022 biennial budget under the various operating units.

ADDITIONAL INFORMATION: For additional information, contact Erwin Vidallon at (253) 305-1081.

ITEM NO. 4

VENDOR	Washington State Auditor's Office
GOODS OR SERVICE	Financial & Accountability Audit
PRICE	2021 & 2022 - Not to exceed \$140,000
SOURCE OF FUNDING	Finance & Business Services Budget
CONTACT	Erwin B. Vidallon (253) 305-1081

BACKGROUND: The estimated charges for the District’s biennial financial audit needs for 2021-2022 is approximately \$140,000 plus travel reimbursement. There is no increase expected from 2019-20 as the level of work remains the same for the Federal Single, Financial, and Accountability Audits. The Financial audit has been expanded from prior years to incorporate the Greater Metro Parks Foundation and the Eastside Community Center QALIC B component units.

FISCAL IMPACT: This request will bring the total purchase order amount to \$140,000 plus travel reimbursement.

ADDITIONAL INFORMATION: For additional information, please contact Erwin Vidallon at (253) 305-1081.

Item No. 5

- **VENDOR** Seattle’s Finest Security & Traffic Control
- **GOODS OR SERVICE** Security Services
- **PRICE** \$274,486.00 for 2021 & 2022
- **SOURCE OF FUNDING** PDZA Operations Budget
- **CONTACT** Alan Varsik 253-404-3634

BACKGROUND: A request for bids was advertised on 10/16/20 and 10/23/20 and we received four proposals. A panel comprised of staff from Parks & Recreation and ZEED independently reviewed the proposals and ranked all four that were received. The proposals contained two scopes of service, Scope A for PDZA and Scope B for Parks & Recreation. On November 24, 2020 two companies were interviewed; Seattle’s Finest and Allied Universal Security. Seattle’s Finest was ranked as number one by reviewers based on their experience in similar facilities of size and type, their pricing, electronic monitoring technology, and the resumes of their key employees.

Seattle’s Finest has served the northwest since 2002 and provides traffic control, armed and unarmed uniform security for construction sites, retail locations, parking garages, hospitals, and sporting events. Currently they have slightly over seven hundred officers working more than one thousand jobs per month.

This request is for Scope A which covers the security needs at Point Defiance Zoo & Aquarium. To meet AZA Accreditation standards, PDZA has utilized contracted security services since 2013. Parks & Recreation staff are currently defining Scope B, this will be submitted under a separate resolution.

FISCAL IMPACT: Funds will come from department operating budgets.

ADDITIONAL INFORMATION: for additional information, please contact Alan Varsik at 253-404-3634.

METROPOLITAN PARK DISTRICT OF TACOMA

PURCHASING RESOLUTION NO. P6-21

**AUTHORIZING PURCHASE OF
GOODS AND SERVICES FOR METRO PARKS TACOMA**

WHEREAS, the Board of Park Commissioners have established policies governing the purchase of goods and services for Metro Parks Tacoma through the adoption of Resolution No. RR21-15, Authorizing Amendment of the Purchasing Policy for the Metropolitan Park District of Tacoma; and

WHEREAS, the Board of Park Commissioners through the adoption of Resolution No. R51-02, Adopting Board Policies and Procedures, authorized the use of a Purchasing Resolution for consolidation of all purchases seeking approval by the Board of Park Commissioners; and

WHEREAS, Metro Parks staff recommends the Board of Park Commissioners authorize the purchase of goods and services detailed below; now, therefore, be it

RESOLVED by the Board of Park Commissioners of the Metropolitan Park District of Tacoma to authorize the Executive Director to enter into the necessary agreements to purchase or acquire the following goods and services as detailed in Exhibit A to this resolution.

The foregoing resolution was adopted by the Board of Park Commissioners of the Metropolitan Park District of Tacoma at a meeting held on _____, 2021.

ATTEST:

President

Secretary

Clerk

Exhibit A
to
Purchasing Resolution No. P6-21

ITEM NO. 1

- **VENDOR** Tyler Technologies Inc., Munis Division
- **GOODS OR SERVICE** Software Maintenance, Technical Support, Other Services as Requested
- **PRICE** 2021 & 2022 – Not to exceed \$315,000
- **SOURCE OF FUNDING** Finance & Business Services/IT Operating Funds
- **CONTACT** Erwin Vidallon, 253-305-1081

ITEM NO. 2

- **VENDOR** Active Network LLC
- **GOODS OR SERVICE** Software Subscription Fees, Other Services as Requested
- **PRICE** 2021 & 2022 – Not to exceed \$155,000
- **SOURCE OF FUNDING** Finance & Business Services/IT Operating Funds
- **CONTACT** Erwin Vidallon, 253-305-1081

ITEM NO. 3

- **VENDOR** Washington Cities Insurance Authority
- **GOODS OR SERVICE** Property, Liability and Auto Insurance
- **PRICE** 2021 & 2022 – Not to exceed \$1,772,000
- **SOURCE OF FUNDING** Department Operating Funds
- **CONTACT** Erwin Vidallon, 253-305-1081

ITEM NO. 4

- **VENDOR** Washington State Auditor's Office
- **GOODS OR SERVICE** Financial & Accountability Audit
- **PRICE** 2021 & 2022 – Not to exceed \$140,000
- **SOURCE OF FUNDING** Finance & Business Services Budget
- **CONTACT** Erwin Vidallon, 253-305-1081

Item No. 5

- **VENDOR** Seattle's Finest Security & Traffic Control
- **GOODS OR SERVICE** Security Services
- **PRICE** \$274,486.00 for 2021 & 2022
- **SOURCE OF FUNDING** PDZA Operations Budget
- **CONTACT** Alan Varsik 253-404-3634



MEMORANDUM

TO: Board of Park Commissioners

THROUGH: Shon Sylvia, Executive Director

FROM: Debbie Terwilleger, Director of Business, Administration & Planning

SUBJECT: **Dickman Mill Expansion and Head Saw Project, Redside Construction Change Order No. 2**

DATE: January 19, 2020

EXECUTIVE SUMMARY: This resolution authorizes the contract Change Order #2 to Redside Construction LLC for Dickman Mill Expansion and Heads Saw in the amount not to exceed \$200,000.00, including Washington State Sales Tax.

CAPITAL IMPROVEMENT COMMITTEE RECOMMENDATION: This resolution was reviewed by the Capital Improvement Committee at their meeting on January 13, 2021 and through follow up correspondence, with a recommendation to forward the action on to the full Board for approval.

BACKGROUND: The bid opening for this project was held on October 19, 2020 Five (5) bids were received and Four (4) were considered responsive.

Redside Construction LLC was the successful bidder, having submitted a low Base Bid in the amount of \$1,462,000.00 (not including WSST). Reference checks were conducted by staff confirming that Redside Construction LLC is a responsible contractor and performs quality work.

This Project became possible with Cambia Health Solutions wanting to reflect upon their centennial, and wishing to recognize their hometown of Tacoma and the logging industry from where they came; therefore, the restoration and replacement of the Historic Head Saw within Dickman Mill Park was a great opportunity.

Work under this contract consists of demolition and clearing; an upland wood decking plaza on steel piles; grated ramps to the upland plaza; additional guard railings; restoration of the historic mill pulley on placed wood decking; restoration of the historic mill head saw placed on a new base and supported on steel piles; restoration of the historic mill log carriage on existing in-water foundations and steel piles; installation of an artist-designed "Ghost Log" placed on the restored log carriage; a grated overwater walkway and overwater viewpoint with wood decking; custom timber benches and installation of new and existing interpretive signage; site lighting for the head saw, log carriage, and Ghost Log, and relocation of one existing pedestrian light pole; habitat mitigation;

landscape planting; landscape restoration of disturbed areas; and modification and repair of the existing irrigation system.

The contract was approved by the Board of Park Commissioners on October 26, 2020, Resolution #: PW46-20 in the amount of \$1,611,124.00 (including Washington State Sales Tax).

Change Order #1 for an amount of \$109,445.13 (including Washington State Sales Tax) was approved administratively to address a range of construction changes including disposal of steel debris, changes to metal fabrication, sealer for log benches and an increase of 450LF of new piling. The most significant cost increase results from the additional piling work where field conditions have impacted the contractor's ability to install pilings according to original plans. Unforeseen soil conditions have necessitated the adjustment to planned piling locations, piling length, and the addition of supplemental pilings where required.

Funding for Change Order #2 in the not-to-exceed amount of \$200,000 is being requested to account for additional anticipated piling work (calculated by approved unit-price bid item). This change order allows for continuity of work and takes full advantage of the contractor's pile driving equipment currently mobilized per the project's critical path schedule and to meet the conditions of shoreline permitting ('fish window').

The 'Other Costs' budget line accounts for project expenses such as printing, bidding, advertising, equipment, commissioning, inspections, & permits.

FISCAL IMPACT: The funds for this project are from donations by Cambia Health Solutions, Inc.

Funding:	
Cambia Health Solutions Donation	\$2,935,000
Total	\$2,935,000
Budget:	
Planning & Design	\$474,966
Construction – Redside Construction	1,720,569
CO#2	200,000
Art	119,127
Other Costs	71,000
Contingency	349,338
Total	\$2,935,000

ADDITIONAL INFORMATION: For additional information, please contact Debbie Terwilleger, Director of Business Administration & Planning at (253) 305-1086 or debbiet@tacomaparks.com

METROPOLITAN PARK DISTRICT OF TACOMA

RESOLUTION NO. PW7-21

**DICKMAN MILL EXPANSION AND HEAD SAW PROJECT
REDSIDE CONSTRUCTION LLC – CHANGE ORDER NO. 2**

WHEREAS, the Board of Park Commissioners of the Metropolitan Park District of Tacoma desires to make upgrades to Dickman Mill Park; and;

WHEREAS, The original construction contract was approved by the Board of Park Commissioners on October 26, 2020, Resolution #: PW46-20 in the amount of \$1,611,124.00 (including Washington State Sales Tax).

WHEREAS, Change Order #1 was issued to account for increased cost due to disposal of steel debris, changes to metal fabrication, sealer for log benches and an increase of 450LF of new piling in the amount of \$109,445.13 for a total contract amount of \$1,720,569.13 (including Washington State Sales Tax); and

WHEREAS, Funding for Change Order #2 is required to account for additional piling work (calculated by approved unit-price bid item) and other potential work in the not-to-exceed Amount of \$200,000; Now, therefore, be it

RESOLVED by the Board of Park Commissioners of the Metropolitan Park District of Tacoma to authorize funding for Change Order #2 with Redside Construction LLC, in the not-to-exceed Amount of \$200,000 (including WSST.)

The foregoing resolution was adopted by the Board of Park Commissioners of the Metropolitan Park District of Tacoma at a regular meeting held on _____2021.

President

ATTEST:

Secretary

Clerk





MEMORANDUM

TO: Board of Park Commissioners

THROUGH: Shon Sylvia Executive Director

FROM: Alan Varsik, Director of Zoological & Environmental Education
Marina Becker, Director of Parks & Recreation

SUBJECT: **Approval of the 2021-2022 Operating Agreements with the Zoo Society and Greater Metro Parks Foundation**

Date: January 18, 2021

EXECUTIVE SUMMARY: Staff is requesting that the Board of Park Commissioners approve the Operating Agreements with the Zoo Society and the Greater Metro Parks Foundation.

BACKGROUND: Metro Parks Tacoma is grateful for the five independent 501c3 foundations that have and continue to support fundraising, advocacy, and education of our programs and places.

- Greater Metro Parks Foundation
- Fort Nisqually Foundation
- Northwest Trek Foundation
- W.W. Seymour Botanical Conservatory Foundation
- The Zoo Society

Recognizing that there were opportunities to optimize the support of these foundations, Metro Parks Tacoma contracted with The Alford Group to assess the district's partnerships with the foundations and identify the best possible alignment for fundraising and administrative effectiveness.

Metro Parks Tacoma continue to honor the uniqueness and independence of each of the foundations and agree that the foundations naturally fit into one of two focus areas:

- Zoological: The Zoo Society and Northwest Trek Foundation
- Parks and Recreation: Greater Metro Parks Foundation, Fort Nisqually Foundation, and W.W. Seymour Conservatory Foundation

Moving toward one agreement each with either a zoological/conservation focus or a parks and recreation focus is a more efficient means of operating and will provide enhanced support for all associated organizations.

These new and continued agreements with The Zoo Society and Greater Metro Parks Foundation includes these essential components:

- A. The Zoo Society will:
 - a. Provide essential fundraising/development functions on behalf of the Point Defiance Zoo & Aquarium as detailed in Exhibit A.
 - b. Provide essential fundraising/development functions in support of Northwest Trek Foundation as detailed in Exhibit B.

- B. Greater Metro Parks Foundation will:
 - a. Provide essential fundraising/development functions in support of the Parks and Recreation programs and places as detailed in Exhibit A.
 - b. Provide essential fundraising/development functions on behalf of W.W. Seymour Botanical Conservatory Foundation as detailed in Exhibit B.

Discussions will continue with the foundations towards exploring even better alignment and operational efficiencies within these two focus areas.

FISCAL IMPACT: Collaborating with and supporting the five supporting foundations will have a positive fiscal impact on Metro Parks Tacoma through the solicitation of philanthropic dollars and services for the benefit of Metro Parks programs, capital projects and services. Exhibit agreements intend to provide further clarity on the financial expectations of all parties involved.

The fiscal agreements take into consideration time needed to adjust for organizational modifications intended to optimize operations. Adjustments such as GMPF hiring an executive director after being absent of one for over a year, MPT development staff transitioning to Zoo Society and GMPF, and new agreements with Zoo Society and GMPF to support fundraising efforts for Northwest Trek, Fort Nisqually, and Conservatory Foundations.

- A. The Zoo Society agreement provides the following funding:
 - a. Metro Parks will pay 25% of the gross revenues from the sale of all general memberships, estimated to be \$650,000 per year of funding to the Zoo Society for development services, including major gifts, grants, capital projects and endowment.
 - b. The Zoo Society will pay to Metro Parks for the benefit of Point Defiance Zoo & Aquarium:
 - Estimated funding of \$1,000,000 in 2021 based on 2 times the return on MPT payment
 - Estimated funding of \$1,250,00 in 2022 based on 2.5 times the return on MPT payment
 - c. Metro Parks will pay up to \$150,000 to the Zoo Society in 2021 for coordinating and facilitating the goals of NWT Foundation including

fundraising. In return the Zoo Society and/or the Northwest Trek Foundation via the Zoo Society will pay to Metro Parks for the benefit of Northwest Trek Wildlife Park a value equal to 1times return on MPT payment in 2021.

- B. The Greater Metro Parks Foundation agreement provides the following funding:
 - a. Metro Parks will pay GMPF an annual allowance of \$300,000 in 2021 and \$310,000 in 2022 for development services including major gifts, grants, capital projects and endowment. In return, the Greater Metro Parks Foundation will pay to Metro Parks a value equal to 1times return on MPT payment in 2021 and 1.5times return on MPT payment in 2022.
 - b. In addition GMPF will make the following distributions:
 - i. Eastside Community Center Lease & Operations: The distribution amount for the NMTC is expected to be \$236,000 per year
 - ii. Eastside Community Center Programing Endowment: The estimated distribution from the endowment is \$189,000 in 2021 and \$211,000 in 2022
 - c. The Greater Metro Parks Foundation and/or Conservatory Foundation via the Greater Metro Parks Foundation will pay to Metro Parks for the benefit of the Seymour Conservatory:
 - i. \$1,000 annually
 - ii. All restricted funds received during the year to underwrite such activities of SEYMOUR CONSERVATORY as may have been mutually agreed upon
 - iii. 25% of the gross revenue from memberships

It is recognized by all that these agreements are executed during highly unusual, dynamic, times that will likely necessitate adjustments during the time of this agreement. Exceptions will need approval from both MPT and Foundations Executive Directors.

ADDITIONAL INFORMATION: For additional information, please contact Sandra Eliason at 253-305-1016, Alan Varsik at 253-404-3634, or Marina Becker at 253-305-1024.

METROPOLITAN PARK DISTRICT OF TACOMA

RESOLUTION NO. R8-21

APPROVING THE ZOO SOCIETY AND GREATER METRO PARKS FOUNDATION OPERATING AGREEMENTS

WHEREAS, Metro Parks Tacoma contracted with The Alford Group to assess the district's partnerships with the foundations and identify the best possible alignment for fundraising and administrative effectiveness; and

WHEREAS, Metro Parks Tacoma continue to honor the uniqueness and independence of each of the foundations and agree that the foundations naturally fit into one of two focus areas, Zoological and Parks & Recreation; and

WHEREAS, moving toward one agreement each with The Zoo Society and Greater Metro Parks Foundation is a more efficient means of operating and will provide enhanced support for Northwest Trek, Fort Nisqually, and W.W. Seymour Botanical Conservatory Foundations; and

WHEREAS, the Zoo Society is committed to providing on-going support of the capital, conservation and program needs of Point Defiance Zoo & Aquarium and Northwest Trek; and

WHEREAS, the Greater Metro Parks Foundation is committed to providing on-going support of the capital and program needs for Metro Parks Tacoma including the W.W. Seymour Botanical Conservatory; and

WHEREAS, the Board of Park Commissioners of the Metropolitan Park District of Tacoma has a formal operating agreement with the Point Defiance Zoo Society and the Greater Metro Parks Foundation; and

WHEREAS, the current agreements expired December 31, 2020; and

WHEREAS, the Zoo Society Board approved the new operating agreement at their December 23, 2020 board meeting; and the Greater Metro Parks Foundation approved the new operating agreement at their December 10, 2020 board meeting; and

WHEREAS, it is recognized by all that these agreements are executed during highly unusual, dynamic, times that will likely necessitate adjustments during the time of this agreement; and now, therefore, be it

RESOLVED by the Board of Park Commissioners of the Metropolitan Park District of Tacoma to approve the operating agreements with the Point Defiance Zoo Society and Greater Metro Parks Foundation for the period of January 1, 2021 and ending on December 31, 2022 and authorize the Zoo Society and Greater Metro Parks Foundation Board

Presidents and Metro Park District of Tacoma's Executive Director to execute the agreement in substantially the form attached as Exhibits A and B.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Metropolitan Park District of Tacoma held on January 25, 2021.

President

ATTEST:

Secretary

Clerk

OPERATING AGREEMENT

by and between

**THE METROPOLITAN PARK DISTRICT OF TACOMA
and
GREATER METRO PARKS FOUNDATION**

THIS AGREEMENT is made and entered into effective this _____ day of _____ 2021 by and between the GREATER METRO PARKS FOUNDATION (“GMPF”) and the METROPOLITAN PARK DISTRICT OF TACOMA (“METRO PARKS TACOMA” or “MPT”).

RECITALS

WHEREAS, both METRO PARKS TACOMA and GMPF wish to protect and enhance our parks and related programming and opportunities for the benefit of the residents of Tacoma and Pierce County; and

WHEREAS, GMPF has provided a significant and important contribution to METRO PARKS TACOMA and METRO PARKS TACOMA has enjoyed a productive relationship with GMPF, which both parties wish to continue;

NOW, THEREFORE, GMPF and METRO PARKS TACOMA hereby covenant and agree as follows:

I. Term: The term of this Agreement will commence on January 1, 2021 and will expire on December 31, 2022 unless extended or terminated earlier pursuant to the provisions herein.

II. Communications:

METRO PARKS TACOMA will promote timely on-going communication with GMPF. This will be accomplished by METRO PARKS TACOMA management representation and presentations at GMPF Board meetings, through frequent and on-going communication between METRO PARKS TACOMA management and the GMPF Board President and Executive Director, except that the GMPF reserves the right to meet in Executive Session without METRO PARKS TACOMA management present.

A. METRO PARKS TACOMA will work collaboratively with GMPF’s Executive Director and the GMPF, FORT NISQUALLY and SEYMOUR CONSERVATORY Board of Directors to explore creation of a Liaison Committee to serve as a forum to discuss recommendations to METRO PARKS TACOMA on needs and priorities of GMPF, FORT NISQUALLY and SEYMOUR CONSERVATORY Foundations, as relates to each individual foundation and/or to all three foundations collectively.

B. On-going communication between the GMPF and its staff and METRO PARKS TACOMA and its staff is important. The GMPF and METRO PARKS TACOMA jointly pledge to use their best efforts to continue exchanging information regularly and informally.

C. GMPF will present an Annual Report for the previous year to the Board of Park Commissioners at a park board meeting in the first quarter of each calendar year during the term of this Agreement. The presentation will include a written and oral report detailing the pertinent activities of the GMPF, including fundraising activities, source by category and use of funds, and other related aspects of GMPF activities.

D. For purposes of communication and discussion, METRO PARKS TACOMA will bring the following matters before the GMPF Board and will give reasonable consideration to timely recommendations of the GMPF Board before acting on any of these matters:

1. Material and significant changes to facilities and programming, including any that limit or restrict the accessibility of the METRO PARKS TACOMA facilities to the public.
2. METRO PARKS TACOMA's annual budget.
3. The annual and long-range business plans for METRO PARKS TACOMA, and all other significant planning documents.

III. Authority and Responsibility of METRO PARKS TACOMA:

A. In consideration for the benefits to be derived by it under Article IV, below, METRO PARKS TACOMA will make payments to the GMPF as follows:

1. An allowance as specified in Exhibit A for GMPF's operating expenses, to be distributed according to an agreed upon schedule and in agreed upon amounts. If no distribution agreement is in place between the parties, the default distribution will be quarterly.
2. All funds collected from grants, applying to programs and facilities within MPT, under GMPF's name.
3. To the extent that it is reasonably available METRO PARKS TACOMA will provide to the GMPF:
 - a) office space, including meeting space, files storage space and associated utilities; the GMPF Board will be notified in writing a minimum of six (6) months in advance if office space will not be available;

- b) support services related to data management, marketing, media, and web page management;
- c) use of standard office equipment; and
- d) such other assistance as is reasonably available at METRO PARKS TACOMA's discretion to further the GMPF mission of supporting Metro Parks Tacoma. For all items above, specific support and services and their availability will be negotiated as needed such as:

B. METRO PARKS TACOMA will provide the GMPF access to donor records and membership programs for fundraising purposes

C. METRO PARKS TACOMA and GMPF will work cooperatively and make reasonable efforts to facilitate fundraisers and other GMPF-sponsored events. Both parties agree their goal is to maximize their return on investment and improve event efficiency.

D. Insurance: METRO PARKS TACOMA will cause the GMPF to be identified as an additional named insured on all applicable insurance policies maintained by METRO PARKS TACOMA. The insurance maintained by METRO PARKS TACOMA will provide at least the following coverage and limits:

- 1. Directors and Officers Liability \$1,000,000
- 2. General Liability \$1,000,000

E. METRO PARKS TACOMA will hold GMPF and its officers, agents and employees harmless from all suits, claims or liabilities of any nature, including attorneys' fees, costs and expenses, for or on account of injuries or damages sustained by any person or property resulting solely from the negligent activities or omissions or otherwise wrongful conduct of METRO PARKS TACOMA, its agents or its employees, or on account of any unpaid wages or other remuneration due for services; and, if suit in respect to the above be filed, METRO PARKS TACOMA will appear and defend the same at its own cost and expense; and if judgment be rendered or settlement made requiring payment of damages by the GMPF, which damages were caused by the negligent activities or omissions or otherwise wrongful conduct of METRO PARKS TACOMA, its agent or its employees, METRO PARKS TACOMA will pay the same. METRO PARKS TACOMA will not be liable or responsible for any claim, demand, loss or liability arising solely out of the negligence or wrongful conduct of the GMPF.

E. GMPF will hold METRO PARKS TACOMA and its officers, agents and employees harmless from all suits, claims, or liabilities of any nature, including attorneys' fees, costs and expenses, for or on account of injuries or damages sustained by any person or property resulting from the negligent activities or omissions or otherwise wrongful conduct of the GMPF, its agents or employees,

or on account of any unpaid wages or other remuneration due for services; and, if suit in respect to the above be filed, GMPF will appear and defend the same at its own cost and expense; and if judgment be rendered or settlement made requiring payment of damages by METRO PARKS TACOMA, which damages were caused by the negligent activities or omissions or otherwise wrongful conduct of the GMPF, its agents or its employees, the GMPF will pay the same. The GMPF will not be liable or responsible for any claim, demand, loss or liability arising out of the negligence or otherwise wrongful conduct of METRO PARKS TACOMA.

F. METRO PARKS TACOMA will authorize its Executive Director to execute all documents necessary to carry out the purpose and intent of this Agreement.

IV. Authority and Responsibility of the GMPF:

A. The GMPF is organized exclusively for charitable purposes, as defined by the Internal Revenue Code 501(c)(3), solely to help achieve the development goals of METRO PARKS TACOMA. The GMPF is a separate and autonomous organization and, in consultation with METRO PARKS TACOMA, is responsible for planning and executing comprehensive fundraising and donor-acquisition programs in support of METRO PARKS TACOMA's mission and development priorities. These programs may include, but not be limited to, annual giving, major gifts, grants, planned gifts, special projects, and capital campaigns as appropriate

B. GMPF will contribute to METRO PARKS TACOMA as follows:

1. Exhibit A to this Agreement sets out funding priorities of METRO PARKS TACOMA for GMPF for the term of the contract, and the parties' expectations as to payments to be made to METRO PARKS TACOMA by the GMPF during the year for operating programs and projects and for major capital projects.

2. In the event the parties elect to revise this Agreement before the end of the current agreement, the GMPF and METRO PARKS TACOMA will, prior to execution of such a renewed agreement, discuss and agree upon the then-current funding priorities of METRO PARKS TACOMA for GMPF and the then-current expectations of funding from the GMPF. The parties will attach a new Exhibit reflecting such agreement to the revised agreement.

3. During the term of this Agreement the GMPF and METRO PARKS TACOMA may discuss and agree upon a funding plan for potential multi-year capital campaign project support, including agreement on GMPF participation and funding goals.

4. During the term of this Agreement the GMPF and METRO PARKS TACOMA may discuss and agree upon a funding plan for a specific project outside the scope of Exhibit A but not necessarily appropriate for a major

capital campaign, including agreement on GMPF participation and funding goals.

5 All funds generated as a direct result of GMPF efforts will be credited against the expectations of the GMPF under Exhibit A, whether the funds are generated through a capital campaign or otherwise and whether they are contributed through METRO PARKS TACOMA or the GMPF.

6 The GMPF will make all reasonable efforts to make annual disbursements to METRO PARKS TACOMA in accordance with the then-current funding priorities for METRO PARKS TACOMA's Parks & Recreation Department and in accordance with this Agreement.

7 Failure of the GMPF to fully meet any expectations set out in this Agreement, in Exhibit A, or in any subsequent replacement for Exhibit A will not be an automatic breach of this Agreement unless METRO PARKS TACOMA reasonably concludes that the GMPF failed to make reasonable efforts to meet the expectations.

C. GMPF shall to its fullest reasonable extent offset, through private sources of funding, the monetary value received by GMPF of in-kind resources, or monetary assistance from METRO PARKS TACOMA.

D. GMPF shall provide as much support for the mission and objectives of METRO PARKS TACOMA as it can reasonably generate through soliciting direct financial contributions, providing volunteer assistance, securing private and corporate financial sponsorship and/or underwriting of projects, developing grants and similar activities.

E. GMPF shall provide assistance in soliciting support from the City of Tacoma, Pierce County, State of Washington and the Federal government for initiatives when requested by METRO PARKS TACOMA.

F. GMPF shall coordinate any grant funding it may be seeking with METRO PARKS TACOMA.

G. GMPF will make proposals for funding strategies and projects to METRO PARKS TACOMA that shall be reasonable, build opportunities for greater capacity, and foster efficient and effective effort by GMPF and METRO PARKS TACOMA

H. GMPF will work in partnership with METRO PARKS TACOMA to foster and build a culture of philanthropy within METRO PARKS TACOMA

I. GMPF shall organize and manage at least one annual fundraiser to generate funds and increase community visibility for METRO PARKS TACOMA initiatives.

J. Except to the extent funds are reasonably necessary to cover GMPF operations and staff, to replenish or repay loans from endowments or other sources, to accumulate funds for future projects, for the administration of GMPF activities or projects, or for the purpose of leveraging new market tax credits, subject to grant, underwriting and/or sponsorship restrictions, GMPF shall disburse to MPT or another entity for the benefit of MPT, on a timely basis all funds raised for MPT through grants or through individual or corporate donations, underwriting or sponsorship. These disbursements are subject to MPT meeting any donor restriction requirements.

K. GMPF shall not undertake to raise funds for any specific capital project unless the project has been approved by MPT. GMPF shall provide to MPT, for review and approval, notice of the nature of and plans for any fundraising efforts it plans to undertake to raise funds for the benefit of MPT that involves the use of MPT property, or which is for the benefit of MPT. In addition, GMPF shall give MPT written notice of the status of all ongoing fundraising efforts on at least a quarterly basis.

L. GMPF shall keep accurate financial accounting records maintained in accordance with generally accepted accounting principles, which records shall clearly identify the source and use of funds received by GMPF. The books and records of GMPF shall be available for review and inspection by MPT or its representative with reasonable notice .

M. GMPF will disburse on a timely basis and in accordance with Sections IV.B, D, and H, all agreed-upon funds raised through grants or through individual or corporate donations.

N. Restricted funds raised by the GMPF for specific uses by METRO PARKS TACOMA will be disbursed to METRO PARKS TACOMA at the direction of the GMPF and will be used by METRO PARKS TACOMA in strict accordance with the donor's intent.

O. GMPF is responsible for its performance based on a comprehensive set of bylaws that clearly address the GMPF Board's fiduciary responsibilities, including expectations of individual board members based upon ethical guidelines and policies.

P. GMPF will establish, adhere to, and periodically assess its gift-management and gift-acceptance policies. It will promptly acknowledge and issue receipts for all gifts on behalf of the GMPF and METRO PARKS TACOMA, and provide appropriate recognition and stewardship of such gifts.

Q. In the event the GMPF undertakes a major fundraising campaign on behalf of METRO PARKS TACOMA to support METRO PARKS TACOMA capital projects and/or endowment, the GMPF will work with METRO PARKS TACOMA to develop a project budget and payment schedule that includes an agreed-upon

percentage of the fundraising goal to defray GMPF campaign expenses. Each major fundraising campaign will be addressed in a separate agreement approved by the parties.

R. The GMPF will cooperate with METRO PARKS TACOMA to establish reasonable recognition plans for individuals, corporations and foundations.

S. The GMPF will adhere to the Association of Fundraising Professionals' Donor Bill of Rights and Standards of Ethical Conduct.

T. Non-Discrimination: Except to the extent permitted by bona fide occupation qualification, the GMPF agrees as follows:

1. GMPF will encourage diversity among its employees and board directors and is committed to equal opportunity for every applicant, candidate, and employee in all employment practices.

2. GMPF will recruit, hire, pay, transfer, and make all other related personnel decisions on the basis of merit, qualifications and competency, regardless of race, color, religion, national origin, sex, marital status, disability, sexual orientation, or other non-work-related factor, as protected by law. Such action will include, but not be limited to, the following: recruitment, employment, upgrading, demotion or transfer, advertising, lay-off or termination, establishing rates of pay or other forms of compensation, and selection for training.

3. GMPF will in all solicitations for employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, sex, marital status, disability, sexual orientation, or other non-work related factor, as protected by law. The words "Equal Opportunity Employer" will appear in all employment advertisements.

4. In the event of noncompliance by GMPF with any of the nondiscrimination provisions of the Agreement, METRO PARKS TACOMA will have the right, at its option, to cancel this Agreement in whole or in part by written notice.

U. The GMPF will be solely responsible for the payment of any and all federal, state and local taxes or charges imposed by law and/or regulation upon the GMPF as an employer or as a not-for-profit corporation. METRO PARKS TACOMA will not be liable or responsible in any manner for any such taxes or charges.

V. The books and records of the GMPF will be available for review and inspection by METRO PARKS TACOMA or its representative at all reasonable times.

W. GMPF EVENTS: The GMPF will obtain and provide to METRO PARKS TACOMA certificates of insurance evidencing such additional insurance coverage as the parties agree is reasonably necessary to protect the parties from any liability that might arise from the serving of alcoholic beverages, including naming METRO PARKS TACOMA as an additional insured. The GMPF will make all reasonable efforts to obtain and comply with the requirements of any special occasion or other permit or license necessary in connection with the service of alcoholic beverages at a GMPF event, and upon request will confirm to METRO PARKS TACOMA that it has obtained such permit or license.

X. GMPF, through its Executive Director and Board of Directors, will make reasonable efforts to explore and if practicable implement closer relationships between GMPF and the Foundations for Ft. Nisqually and Seymour Conservatory.

V. New Market Tax credits

A. GMPF will act as (i) the recipient of funds MPT has received for the development of the Eastside Community and Aquatic Center ("Project"),

(i) the leverage lender to the new market tax credit (NMTC) investment fund for the Project, and (iii) a direct contributor of a portion of the MPT funds to the special purpose nonprofit affiliate of MPT that will receive the NMTC funding and develop the project.

B. MPT agrees to cover any additional cost associated with GMPF's role as a participant in the Project's NMTC financing, including, but not limited to, cost associated with administration, bookkeeping, accounting, auditing, insurance and legal challenges stemming from its participation. See Exhibit A.

C. MPT agrees to provide directors and officers liability insurance to specifically insure GMPF against any legal challenge resulting from GMPF's participation in the Project's NMTC financing and agrees to indemnify and defend GMPF during periods in which such insurance is not in place.

D. MPT will deposit with GMPF, as received, City, state and federal capital funds designated for the Project. A portion of these funds (with the money described below) will be loaned by GMPF, as the leverage lender, to the NMTC investment fund for the Project.

E. Private funds raised by GMPF for capital construction of the Project will be held by GMPF and loaned to the NMTC investment fund for the Project.

VI. Dispute Resolution:

In the event of a dispute pertaining to this MOU, GMPF and MPT agree to attempt to negotiate in good faith to an acceptable resolution. If a resolution cannot be reached through negotiation, the parties agree to timely escalate the dispute to their respective Boards for consideration of the dispute at a higher organizational level than staff, and for direct communications between representatives of the organizations' Boards. If a dispute has not been resolved within 90 days of escalation to the Board level, the parties agree to utilize The Pierce County Center for Dispute Resolution for voluntary non-binding mediation.

VII. Enforcement, Interpretation and Venue:

- A. The laws of the State of Washington will 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 will be in Pierce County, Washington.
- B. Pierce County, Washington shall be the venue of any mediation, arbitration or litigation arising out of this Agreement.
- C. In the event of any litigation arising from breach of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including court costs and attorney's fees.
- D. The prevailing party in any arbitration arising under this Agreement will be entitled to reasonable attorney's fees and costs, including expert witness fees.
- E. This Agreement will not be construed either for or against GMPF or METRO PARKS TACOMA, but this Agreement will be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

VIII. Heading and Wordings:

Paragraph headings in this Agreement are for convenience only and do not necessarily reflect the full content of the respective paragraphs. All singular terms will include plural as a particular situation or context may require, and all words or pronouns of gender will include the other genders as far as the particular situation or context may require.

IX. Integration:

There are no oral agreements between the parties affecting the meaning, content, purpose or effect of this Agreement. This Agreement will not be modified except in writing duly authorized and executed by both parties. This Agreement supersedes and replaces the prior Operating Agreement between the parties.

X. Term and Termination:

A. The term of this Agreement will commence on January 1, 2021 and will expire on December 31, 2022.

B. Either party may terminate this Agreement upon ninety (90) days written notice for any reason.

C. As soon as practicable after termination, all monies due and owing either party from the other will be paid in full and the parties' rights, obligations and privileges will cease. If the parties cannot agree on the amount owed on the effective date of the termination or expiration of this Agreement, then the issue will be submitted to arbitration pursuant to Section VI above.

XI. Designation of Representatives:

A. For purposes of this Agreement, METRO PARKS TACOMA's Executive Director will represent METRO PARKS TACOMA. Where written notice to or consent or approval by METRO PARKS TACOMA is required, it will be given to or made by METRO PARKS TACOMA's Executive Director or his or her designee, unless the GMPF is otherwise advised in writing by METRO PARKS TACOMA or a provision of this Agreement specifies otherwise.

B. For purposes of this Agreement, GMPF's President will represent the GMPF or GMPF's Executive Director may represent by proxy from GMPF's President. Where written notice to or consent or approval by the GMPF is required, it will be given to or made by the President or his or her designee unless METRO PARKS TACOMA is otherwise advised in writing or a provision of this Agreement specifies otherwise.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Agreement, as of the Effective Date stated above.

**GREATER METRO PARKS
FOUNDATION**

**METROPOLITAN PARK DISTRICT OF
TACOMA**

By: _____

By: _____

[print name]

[print name]

Its President

Its President

Dated: _____

Dated: _____

And

And

By: _____

[print name]

Its Executive Director

Dated: _____

By: _____

[print name]

Its Executive Director

Dated: _____

**EXHIBIT A TO OPERATING AGREEMENT
FINANCIAL AGREEMENTS 2021-22**

1. Payments METRO PARKS TACOMA will make to the GMPF:
 - Annual allowance for operational expenses, including but not limited to expenses associated with GMPF staff and contracted support, to be distributed as agreed by parties, but no less frequently than quarterly.
 - \$300,000 allowance for 2021
 - \$310,000 allowance for 2022
 - \$20,000 per year for outside auditor.
 - Total annual payments not to exceed:
 - \$320,000 for 2021
 - \$330,000 for 2022.

2. 2021 proposed support from GMPF to MPT will have a value equal (1x return on MPT payment) resulting in the following estimated values and areas of funding:
 - Programs and Scholarships: \$300,000 generated from GMPF fundraising efforts to include the received proceeds from any and all grants awarded and received under GMPF name.
 - Eastside Community Center Lease & Operations: The distribution amount for the NMTC is expected to be \$236,000.
 - Eastside Community Center Programing Endowment: The estimated distribution from the endowment is \$189,000

3. 2022 proposed support from GMPF to MPT will have a value equal (1.5x return on MPT payment in 2022) resulting in the following estimated values and areas of funding:
 - Programs and Scholarships: \$465,000 generated from GMPF fundraising efforts to include the proceeds from any and all grants awarded under GMPF name.
 - Eastside Community Center Lease & Operations: The distribution amount for the NMTC is expected to be \$236,000.
 - Eastside Community Center Programing Endowment: The estimated distribution from the endowment is \$211,000

IN WITNESS WHEREOF, the parties hereto have executed this document as of the _____ day of _____ 2021.

GREATER METRO PARKS
FOUNDATION

By: _____

[print name]

Its President

Dated: _____

And By: _____

[print name]

Its Executive Director

Dated: _____

METROPOLITAN PARK DISTRICT OF
TACOMA

By: _____

[print name]

Its President

Dated: _____

And By: _____

[print name]

Its Executive Director

Dated: _____

**EXHIBIT B TO OPERATING AGREEMENT
GREATER METRO PARKS FOUNDATION SUPPORT OF W.W. SEYMOUR BOTANICAL
CONSERVATORY FOUNDATION**

GREATER METRO PARKS FOUNDATION shall provide support to the W.W. SEYMOUR BOTANICAL CONSERVATORY FOUNDATION (CONSERVATORY FOUNDATION) for the sole benefit of W.W. SEYMOUR BOTANICAL CONSERVATORY (SEYMOUR CONSERVATORY). Coordinating and facilitating efforts include:

- Fundraising expertise, coordination, and support through fundraising/development staff, under the supervision of the GREATER METRO PARKS FOUNDATION
- Access to reports and data bases maintained by MPT and information necessary to CONSERVATORY FOUNDATION's mission and fundraising efforts
- Coordination with the Parks & Recreation Director, CONSERVATORY FOUNDATION board, and GREATER METRO PARKS FOUNDATION board
- Information that assists in developing and aligning CONSERVATORY FOUNDATION and METRO PARKS TACOMA strategic efforts

1. SEYMOUR CONSERVATORY shall be in alignment with jointly created and approved funding priorities collaboratively developed by the CONSERVATORY FOUNDATION via GREATER METRO PARKS FOUNDATION, and METRO PARKS TACOMA.
2. It is recognized by all parties that this agreement is to ensure continued support for the SEYMOUR CONSERVATORY.
3. It is agreed by all parties that efforts will be made during the term of this agreement to identify and move toward greater efficiencies that will lead toward greater support for the SEYMOUR CONSERVATORY.
4. The CONSERVATORY FOUNDATION shall make reasonable efforts to ensure through private sources of funding, that the monetary value contributed to METRO PARKS TACOMA shall be equal to or greater than the value received by the FOUNDATION of in-kind resources, or monetary assistance from METRO PARKS TACOMA.
5. Annual support from the CONSERVATORY FOUNDATION to METRO PARKS TACOMA to support the SEYMOUR CONSERVATORY programs and operations will be:
 - a. \$1,000 annually
 - b. All restricted funds received during the year to underwrite such activities of SEYMOUR CONSERVATORY as may have been mutually agreed upon
 - c. 25% of the gross revenue from memberships
6. Fundraising and Special Events: The CONSERVATORY FOUNDATION shall work with Metro Parks Tacoma Staff for the coordination of special events, programs, and fundraising events within the SEYMOUR CONSERVATORY.
7. The term of this Agreement shall be from the effective date of January 1, 2021 to December 31, 2022.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the _____ day of _____ 2021.

**GREATER METRO PARKS
FOUNDATION**

**W. W. SEYMOUR BOTANICAL
CONSERVATORY FOUNDATION**

By: _____

By: _____

[print name]

[print name]

Its President

Its President

Dated: _____

Dated: _____

And By: _____

And By: _____

[print name]

[print name]

Its Executive Director

Its SECRETARY

Dated: _____

Dated: _____

OPERATING AGREEMENT

by and between

**THE METROPOLITAN PARK DISTRICT OF TACOMA
and
THE POINT DEFIANCE ZOOLOGICAL SOCIETY**

THIS AGREEMENT is made and entered into on this _____ day of _____ 2021 by and between the POINT DEFIANCE ZOOLOGICAL SOCIETY (“the ZOO SOCIETY”) and the METROPOLITAN PARK DISTRICT OF TACOMA (“METRO PARKS TACOMA”).

RECITALS

WHEREAS, both METRO PARKS TACOMA and the ZOO SOCIETY wish to protect and enhance Point Defiance Zoo and Aquarium (“PDZA”) for the benefit of the residents of Tacoma and Pierce County; and

WHEREAS, the ZOO SOCIETY has provided a significant and important contribution to PDZA and METRO PARKS TACOMA has enjoyed a productive relationship with the ZOO SOCIETY, which both parties wish to continue;

NOW, THEREFORE, the ZOO SOCIETY and METRO PARKS TACOMA hereby covenant and agree as follows:

I. Term: The term of this Agreement will commence on January 1, 2021 and will expire on December 31, 2022 unless extended or terminated earlier pursuant to the provisions herein.

II. Communications:

METRO PARKS TACOMA will promote timely on-going communication between PDZA and the ZOO SOCIETY. This will be accomplished by PDZA management representation and presentations at each ZOO SOCIETY Executive Committee and Board meeting, through frequent and on-going communication between PDZA management and the ZOO SOCIETY Director, and through regular Liaison Committee meetings.

A. Liaison Committee.

1. METRO PARKS TACOMA will maintain a Liaison Committee composed of at least one (1) member from the ZOO SOCIETY’s Board of Directors, the ZOO SOCIETY’s Executive Director, two (2) members from the Board of Park Commissioners, one (1) member of the Northwest Trek Foundation, and the Director of Zoological and Environmental Education (“ZEED”) for METRO PARKS TACOMA. The Liaison Committee will meet

at least quarterly to provide a forum for matters of mutual interest and concern.

2. The ZEED Director will be responsible for scheduling and coordinating the meetings.
3. The Liaison Committee will serve as a forum to discuss recommendations to METRO PARKS TACOMA on needs and priorities of PDZA and NW Trek.
4. Additionally, the Liaison Committee will serve as the forum for reports from the ZOO SOCIETY and Northwest Trek Foundation to METRO PARKS TACOMA concerning the status of fundraising efforts.
5. An emergency meeting may be called by any member with as much notice as practicable to all members, but no action may be taken unless the meeting is attended by a majority of the voting members.

B. On-going and daily communication between the ZOO SOCIETY and its staff and METRO PARKS TACOMA and its staff is important. The ZOO SOCIETY and METRO PARKS TACOMA jointly pledge to use their best efforts to continue exchanging information regularly and bringing matters to the Liaison Committee for discussion as they relate to the ZEED division generally and PDZA specifically. To ensure direct and open lines of communication exist, the ZEED Director or their designee will serve as an ex-officio, non-voting member of the ZOO SOCIETY Board.

C. The ZOO SOCIETY will present an Annual Report for the previous year to the Board of Park Commissioners at a park board meeting in the first quarter of each calendar year during the term of this Agreement. The presentation will include a written and oral report detailing the pertinent activities of the ZOO SOCIETY, including fundraising activities, source by category and use of funds, and other related aspects of ZOO SOCIETY activities.

D. For purposes of communication and discussion, METRO PARKS TACOMA will bring the following matters before the Liaison Committee and will give reasonable consideration to timely recommendations of the Liaison Committee before acting on any of these matters:

1. Material and significant changes (excluding emergencies and veterinarian issues) in the animal collection.
2. Material and significant changes that limit or restrict the accessibility of the PDZA facilities to the public (excluding emergencies).

3. Material and significant studies, issues, or decisions regarding METRO PARKS TACOMA's zoological and environmental education programs relating to PDZA.
4. Material and significant plans for new programs and exhibits, changes in previously approved plans, remodeling or improvements to existing exhibits, or any other capital improvements to be made to PDZA facilities. Matters referred to in this Paragraph need not be brought to the Liaison Committee if the Committee reasonably determines that the ZOO SOCIETY has sufficient involvement in the planning process to make discussions at the Liaison Committee unnecessary or redundant.
5. The annual budget for PDZA/ZEED by METRO PARKS TACOMA.
6. The annual and long-range business plans for PDZA, the master plan for PDZA, the PDZA accreditation process, and all other significant planning documents pertaining directly or indirectly to PDZA.

III. Authority and Responsibility of METRO PARKS TACOMA:

A. METRO PARKS TACOMA will retain all authority for the operation, planning, construction, and maintenance of the facilities and for care and treatment of the animal collection at PDZA, subject only to the requirements of consultation with the Liaison Committee set out above.

B. In consideration for the benefits to be derived by it under Article IV, below, METRO PARKS TACOMA will make payments to the ZOO SOCIETY on an annual basis as follows:

1. A designated percentage, 25%, of the gross revenues from the sale of all general membership categories, including PDZA's split of the Combo Memberships with NW Trek.
2. To the extent that it is reasonably available METRO PARKS TACOMA will provide to the ZOO SOCIETY:
 - a) office space and associated utilities; the ZOO SOCIETY Board will be notified in writing a minimum of six (6) months in advance if office space will not be available.
 - b) support services related to data management, marketing, media, and web page management.

- c) use of standard office equipment; and
- d) such other assistance as is reasonably available at METRO PARKS TACOMA's discretion to further the ZOO SOCIETY's mission of supporting PDZA. For all items above, specific support and services and their availability will be negotiated as needed.

C. METRO PARKS TACOMA will provide to the ZOO SOCIETY on an annual basis up to 550 general admission tickets, 250 tickets to Zoolights or such other major event as the ZOO SOCIETY elects to put on in place of Zoolights, and 100 household memberships. PDZA will make every reasonable effort to accommodate Behind the Scenes requests of the Zoo Society. All such requests must be made to and approved by the ZEED Director or designated staff. PDZA staff capacity and welfare of the animals will always be the key considerations in determining whether approval of a request will be given. In addition, all ZOO SOCIETY members who qualify as "Vision Keepers" will receive a complimentary membership and associated benefits from METRO PARKS TACOMA.

D. SPECIAL EVENTS proposed by the ZOO SOCIETY and approved in advance by METRO PARKS may take place on PDZA grounds. METRO PARKS will support set-up for such an event at no cost to the ZOO SOCIETY, so long as it is reasonably practicable to do so and provided that the PDZA remains open to the public the day of the event.

E. METRO PARKS TACOMA will provide the ZOO SOCIETY access to records related to the membership program for fundraising purposes.

F. METRO PARKS TACOMA and the ZOO SOCIETY will work cooperatively and make reasonable efforts to facilitate fundraisers and other ZOO SOCIETY-sponsored events. Both parties agree their goal is to maximize their return on investment and improve event efficiency.

G. Insurance: METRO PARKS TACOMA will cause the ZOO SOCIETY to be identified as an additional named insured on all applicable insurance policies maintained by METRO PARKS TACOMA. The insurance maintained by METRO PARKS TACOMA will provide at least the following coverage and limits:

1. Directors and Officers Liability \$1,000,000
2. General Liability \$1,000,000

H. METRO PARKS TACOMA will hold the ZOO SOCIETY and its officers, agents and employees harmless from all suits, claims or liabilities of any nature, including attorneys' fees, costs and expenses, for or on account of injuries or damages sustained by any person or property resulting solely from the negligent activities or omissions or otherwise wrongful conduct of METRO PARKS TACOMA, its agents or its employees, or on account of any unpaid wages or other

remuneration due for services; and, if suit in respect to the above be filed, METRO PARKS TACOMA will appear and defend the same at its own cost and expense; and if judgment be rendered or settlement made requiring payment of damages by the ZOO SOCIETY, which damages were caused by the negligent activities or omissions or otherwise wrongful conduct of METRO PARKS TACOMA, its agent or its employees, METRO PARKS TACOMA will pay the same. METRO PARKS TACOMA will not be liable or responsible for any claim, demand, loss or liability arising solely out of the negligence or wrongful conduct of the ZOO SOCIETY.

I. The ZOO SOCIETY will hold METRO PARKS TACOMA and its officers, agents and employees harmless from all suits, claims, or liabilities of any nature, including attorneys' fees, costs and expenses, for or on account of injuries or damages sustained by any person or property resulting from the negligent activities or omissions or otherwise wrongful conduct of the ZOO SOCIETY, its agents or employees, or on account of any unpaid wages or other remuneration due for services; and, if suit in respect to the above be filed, the ZOO SOCIETY will appear and defend the same at its own cost and expense; and if judgment be rendered or settlement made requiring payment of damages by METRO PARKS TACOMA, which damages were caused by the negligent activities or omissions or otherwise wrongful conduct of the ZOO SOCIETY, its agents or its employees, the ZOO SOCIETY will pay the same. The ZOO SOCIETY will not be liable or responsible for any claim, demand, loss or liability arising out of the negligence or otherwise wrongful conduct of METRO PARKS TACOMA.

J. METRO PARKS TACOMA will authorize its Executive Director to execute all documents necessary to carry out the purpose and intent of this Agreement.

IV. Authority and Responsibility of the ZOO SOCIETY:

A. The ZOO SOCIETY is organized exclusively for charitable purposes, as defined by the Internal Revenue Code 501(c)(3), solely to help achieve the development goals of PDZA. The ZOO SOCIETY is a separate and autonomous organization and, in consultation with the ZEED Director, is responsible for planning and executing comprehensive fundraising and donor-acquisition programs in support of PDZA's mission and development priorities. These programs include annual giving, major gifts, grants, planned gifts, special projects, and capital campaigns as appropriate

B. The ZOO SOCIETY will contribute to METRO PARKS TACOMA as follows:

1. Exhibit A to this Agreement sets out funding priorities of METRO PARKS TACOMA for PDZA for the term of the contract, and the parties' expectations as to payments to be made to METRO PARKS TACOMA by the ZOO SOCIETY during the year for operating programs and projects and for major capital projects.

2 In the event the parties elect to renew this Agreement for an additional one-year term, the ZOO SOCIETY and METRO PARKS TACOMA will, prior to execution of such a renewed agreement, discuss and agree upon the then-current funding priorities of METRO PARKS TACOMA for PDZA and the then-current expectations of funding from the ZOO SOCIETY. The parties will attach a new Exhibit reflecting such agreement to the renewed agreement.

3 As of the date of this Agreement there is no Zoo-related capital campaign currently under way. Payments on pledges made during the most recent capital campaign are still being made, and all such payments received by the ZOO SOCIETY during the term of this Agreement will be credited towards the expectations of the ZOO SOCIETY set out in Exhibit A.

4 During the term of this Agreement the ZOO SOCIETY and METRO PARKS TACOMA may discuss and agree upon a funding plan for potential multi-year capital campaign project support, including agreement on ZOO SOCIETY participation and funding goals.

5 During the term of this Agreement the ZOO SOCIETY and METRO PARKS TACOMA may discuss and agree upon a funding plan for a specific Zoo-related project outside the scope of Exhibit A but not necessarily appropriate for a major capital campaign, including agreement on ZOO SOCIETY participation and funding goals.

6 All funds generated as a direct result of ZOO SOCIETY efforts will be credited against the expectations of the ZOO SOCIETY under Exhibit A, whether the funds are generated through a capital campaign or otherwise and whether they are contributed through METRO PARKS TACOMA or the ZOO SOCIETY.

7 The ZOO SOCIETY will make all reasonable efforts to make annual disbursements to PDZA, or to METRO PARKS TACOMA for the benefit of PDZA, in accordance with the then-current funding priorities for PDZA and in accordance with this Agreement.

8 Failure of the ZOO SOCIETY to fully meet any expectations set out in this Agreement, in Exhibit A, or in any subsequent replacement for Exhibit A will not be a breach of this Agreement unless METRO PARKS TACOMA reasonably concludes that the ZOO SOCIETY failed to make reasonable efforts to meet the expectations.

C. The ZOO SOCIETY will disburse on a timely basis and in accordance with Sections IV.B, D, and H, all agreed-upon funds raised through grants or through individual or corporate donations. Aside from major fundraising campaigns addressed in IV.J, which are dealt with separately, the ZOO SOCIETY will ensure

that the total value (monetary and otherwise) it contributes to PDZA is equal to or greater than the benefits received by the ZOO SOCIETY under Sections III.B, C, D, E, and F.

D. Restricted funds raised by the ZOO SOCIETY for specific uses at or for the benefit of PDZA will be disbursed to METRO PARKS TACOMA at the direction of the ZOO SOCIETY and will be used by METRO PARKS TACOMA in strict accordance with the donor's intent.

E. The ZOO SOCIETY provides an advisory function to the mission of PDZA. Board members are encouraged to serve on PDZA committees, on an ad hoc basis to provide analysis and advice on a variety of issues.

F. The ZOO SOCIETY is responsible for its performance based on a comprehensive set of bylaws that clearly address the ZOO SOCIETY Board's fiduciary responsibilities, including expectations of individual board members based upon ethical guidelines and policies.

G. The ZOO SOCIETY will establish, adhere to, and periodically assess its gift-management and gift-acceptance policies. It will promptly acknowledge and issue receipts for all gifts on behalf of the ZOO SOCIETY and PDZA, and provide appropriate recognition and stewardship of such gifts.

H. The ZOO SOCIETY will not undertake to raise funds for any specific capital project unless the project has been approved by METRO PARKS TACOMA. The ZOO SOCIETY will provide to METRO PARKS TACOMA, for review and approval, notice of the nature of and plans for any fundraising efforts it plans to undertake to raise funds for the benefit of PDZA that involves the use of PDZA property. In addition, the ZOO SOCIETY will give METRO PARKS TACOMA written notice of the status of all on-going fundraising efforts on a regular basis.

I. The ZOO SOCIETY will, upon request from METRO PARKS TACOMA and subject to review and approval by the ZOO SOCIETY'S Board of Directors, provide reasonable assistance to METRO PARKS TACOMA in soliciting support from the City of Tacoma, Pierce County, the State of Washington, and/or the federal government for initiatives on behalf of PDZA.

J. In the event the ZOO SOCIETY undertakes a major fundraising campaign on behalf of METRO PARKS TACOMA to support PDZA capital projects and/or endowment, the ZOO SOCIETY will work with METRO PARKS TACOMA to develop a project budget and payment schedule that includes an agreed-upon percentage of the fundraising goal to defray ZOO SOCIETY campaign expenses. Each major fundraising campaign will be addressed in a separate agreement approved by the parties.

K. The ZOO SOCIETY will cooperate with METRO PARKS TACOMA to establish reasonable recognition plans for individuals, corporations and foundations.

L. The ZOO SOCIETY will adhere to the Association of Fundraising Professionals' Donor Bill of Rights and Standards of Ethical Conduct.

M. Non-Discrimination: Except to the extent permitted by bona fide occupation qualification, the ZOO SOCIETY agrees as follows:

1. The ZOO SOCIETY will encourage diversity among its employees and is committed to equal opportunity for every applicant, candidate, and employee in all employment practices.

2. The ZOO SOCIETY will recruit, hire, pay, transfer, and make all other related personnel decisions on the basis of merit, qualifications and competency, regardless of race, color, religion, national origin, sex, marital status, disability, sexual orientation, or other non-work-related factor, as protected by law. Such action will include, but not be limited to, the following: recruitment, employment, upgrading, demotion or transfer, advertising, lay-off or termination, establishing rates of pay or other forms of compensation, and selection for training.

3. The ZOO SOCIETY will in all solicitations for employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, sex, marital status, disability, sexual orientation, or other non-work related factor, as protected by law. The words "Equal Opportunity Employer" will appear in all employment advertisements.

4. In the event of noncompliance by the ZOO SOCIETY with any of the nondiscrimination provisions of the Agreement, METRO PARKS TACOMA will have the right, at its option, to cancel this Agreement in whole or in part by written notice.

N. The ZOO SOCIETY will be solely responsible for the payment of any and all federal, state and local taxes or charges imposed by law and/or regulation upon the ZOO SOCIETY as an employer or as a not-for-profit corporation. METRO PARKS TACOMA will not be liable or responsible in any manner for any such taxes or charges.

O. The books and records of the ZOO SOCIETY will be available for review and inspection by METRO PARKS TACOMA or its representative at all reasonable times.

P. ZOO SOCIETY EVENTS: The ZOO SOCIETY will obtain and provide to METRO PARKS TACOMA certificates of insurance evidencing such additional insurance coverage as the parties agree is reasonably necessary to protect the parties from any liability that might arise from the serving of alcoholic beverages, including naming METRO PARKS TACOMA as an additional insured. The ZOO SOCIETY will make all reasonable efforts to obtain and comply with the requirements of any special occasion or other permit or license necessary in connection with the service of alcoholic beverages at a ZOO SOCIETY event, and upon request will confirm to METRO PARKS TACOMA that it has obtained such permit or license.

Q. The ZOO SOCIETY, through its Executive Director and Board of Directors, will make reasonable efforts to explore and if practicable implement closer relationships between the ZOO SOCIETY and Northwest Trek Foundation.

V. Dispute Resolution:

A. Any dispute as to the enforcement or interpretation of this Agreement will be determined by binding arbitration conducted in accordance with the laws of the State of Washington.

B. The parties will try to agree upon a single arbitrator. If they cannot agree upon an arbitrator within 10 business days of a notice of arbitration, then either party may apply to the Pierce County Superior Court for the appointment of the arbitrator. Each party will pay half of the arbitrator's fees and costs.

VI. Enforcement, Interpretation and Venue:

A. The laws of the State of Washington will 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 will be in Pierce County, Washington.

B. The prevailing party in any arbitration arising under this Agreement will be entitled to reasonable attorney's fees and costs, including expert witness fees.

C. This Agreement will not be construed either for or against the ZOO SOCIETY or METRO PARKS TACOMA, but this Agreement will be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

VII. Heading and Wordings:

Paragraph headings in this Agreement are for convenience only and do not necessarily reflect the full content of the respective paragraphs. All singular terms will include plural as a particular situation or context may require, and all words or pronouns of gender will include the other genders as far as the particular situation or context may require.

VIII. Integration:

There are no oral agreements between the parties affecting the meaning, content, purpose or effect of this Agreement. This Agreement will not be modified except in writing duly authorized and executed by both parties. This Agreement supersedes and replaces the prior Operating Agreement between the parties.

IX. Term and Termination:

A. The term of this Agreement will commence on January 1, 2021 and will expire on December 31, 2022

B. Either party may terminate this Agreement upon ninety (90) days written notice for any reason.

C. As soon as practicable after termination, all monies due and owing either party from the other will be paid in full and the parties' rights, obligations and privileges will cease. If the parties cannot agree on the amount owed on the effective date of the termination or expiration of this Agreement, then the issue will be submitted to arbitration pursuant to Section V above.

X. Designation of Representatives:

A. For purposes of this Agreement, METRO PARKS TACOMA's Executive Director will represent METRO PARKS TACOMA. Where written notice to or consent or approval by METRO PARKS TACOMA is required, it will be given to or made by METRO PARKS TACOMA's Executive Director or his or her designee, unless the ZOO SOCIETY is otherwise advised in writing by METRO PARKS TACOMA or a provision of this Agreement specifies otherwise.

B. For purposes of this Agreement, the ZOO SOCIETY's President will represent the ZOO SOCIETY. Where written notice to or consent or approval by the ZOO SOCIETY is required, it will be given to or made by the President or his or her designee unless METRO PARKS TACOMA is otherwise advised in writing or a provision of this Agreement specifies otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the _____ day of _____ 2021.

**POINT DEFIANCE ZOOLOGICAL
SOCIETY**

**METROPOLITAN PARK DISTRICT OF
TACOMA**

By: _____

By: _____

[print name]

Its President

Dated: _____

And

By: _____

[print name]

Its Executive Director

Dated: _____

[print name]

Its President

Dated: _____

And

By: _____

[print name]

Its Executive Director

Dated: _____

**EXHIBIT A TO OPERATING AGREEMENT
FINANCIAL AGREEMENTS 2021-22**

1. Payments METRO PARKS TACOMA will make to the ZOO SOCIETY:

25% of the gross revenues from the sale of all general membership categories, including PDZA's split of the Combo Memberships with NW Trek.

All funds collected in conjunction with premier or sponsor-level membership sales above the base price of a deluxe household membership will also be included.

2. Funding in each area will be in alignment with jointly created and approved annual funding priorities collaboratively developed by the ZOO SOCIETY and METRO PARKS TACOMA. *It is recognized by all that this agreement is executed during highly unusual, dynamic, times that will likely necessitate adjustments during the time of this agreement.* Exceptions will need approval from both MPT and The Society Executive Director.

3. 2021 proposed support from the ZOO SOCIETY to The Zoo is based on the following estimated values and areas of funding:
 - \$300,000 supporting PDZA animal care
 - \$160,000 supporting PDZA projects and programs
 - \$300,000 supporting PDZA conservation/ education programs
 - \$125,000 supporting ZEED DEAI
 - \$115,000 supporting PS Aquarium Capital Campaign
 - **Total estimated value: \$1,000,000 minimum (2x Return on MPT payment)**

4. 2022 proposed support from the ZOO SOCIETY to The Zoo is based on the following estimated values and areas of funding:
 - \$400,000 supporting PDZA animal care
 - \$210,000 supporting PDZA projects and programs
 - \$400,000 supporting ZEED conservation/ education programs/youth leadership
 - \$150,000 supporting ZEED DEAI
 - \$90,000 supporting PS Aquarium Capital Campaign

 - **Total estimated value: \$1,250,000 minimum (2.5x Return on MPT payment)**

IN WITNESS WHEREOF, the parties hereto have executed this document as of the _____ day of _____ 2021.

POINT DEFIANCE ZOOLOGICAL
SOCIETY

METROPOLITAN PARK DISTRICT OF
TACOMA

By: _____

By: _____

[print name]
Its President

Dated: _____

[print name]
Its President

Dated: _____

And By: _____

And By: _____

[print name]
Its Executive Director

Dated: _____

[print name]
Its Executive Director

Dated: _____

**EXHIBIT B TO OPERATING AGREEMENT
ZOO SOCIETY SUPPORT OF NORTHWEST TREK FOUNDATION OPERATIONS**

METRO PARKS TACOMA will provide funding to the ZOO SOCIETY specific to coordinating and facilitating the goals of the NORTHWEST TREK FOUNDATION for the sole benefit of NORTHWEST TREK WILDLIFE PARK. Coordinating and facilitating efforts include:

- Fundraising expertise, coordination, and support through fundraising/development staff specifically assigned to the NWTF, under the supervision of the ZOO SOCIETY
- Access to reports and data bases maintained by MPT and information necessary to NWTF's mission and fundraising efforts
- Insight into how NWTF might successfully interface with MPT departments, programs, staff, affiliates, and the ZOO SOCIETY
- Coordination with the ZEED Director, NORTHWEST TREK FOUNDATION board, and ZOO SOCIETY board
- Information that assists in developing and aligning NWTF and MPT strategic efforts

1. Payments METRO PARKS TACOMA will make to the ZOO SOCIETY:

Up to \$150,000, provided in quarterly payments

2. Support of NORTHWEST TREK WILDLIFE PARK (MPT) by the ZOO SOCIETY and/or, the NORTHWEST TREK FOUNDATIONS via the ZOO SOCIETY, will have a value equal **(1x Return on MPT payment)** to all payments made to the ZOO SOCIETY or more.

Funding provided to NORTHWEST TREK WILDLIFE PARK (MPT) will be in alignment with jointly created and approved funding priorities collaboratively developed by the NORTHWEST TREK FOUNDATION via ZOO SOCIETY, and METRO PARKS TACOMA.

3. It is recognized by all parties that this agreement is an interim effort to ensure continued support for NORTHWEST TREK WILDLIFE PARK.
4. It is agreed by all parties that efforts will be made during the term of this agreement to identify and move toward greater efficiencies that will lead toward greater support for NORTHWEST TREK WILDLIFE PARK.
5. The term of this Agreement shall be from the effective date of January 1, 2021 to December 31, 2021.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the _____ day of _____ 2021.

POINT DEFIANCE ZOOLOGICAL
SOCIETY

METROPOLITAN PARK DISTRICT OF
TACOMA

By: _____

By: _____

[print name]
Its President

Dated: _____

[print name]
Its President

Dated: _____

And By: _____

And By: _____

[print name]
Its Executive Director

Dated: _____

[print name]
Its Executive Director

Dated: _____