

Capital Improvement Committee Meeting (CIC)

Agenda & Meeting Materials

June 12, 2024 - 5:00 PM

Metro Parks Headquarters

4702 S 19th St.

Tacoma, WA 98405



This Capital Improvement Committee Meeting (CIC) will be held at Metro Parks Headquarters, 4702 S 19th St., Tacoma, WA 98405. You can also join the meeting remotely by following the instructions below: (either by online link or by phone)

Topic: Metro Parks Tacoma Capital Improvement Committee (CIC)

Time: June 12, 2024 5:00 PM Pacific Time (US and Canada)

Join Zoom Meeting Online by clicking the link below:

<https://zoom.us/j/95041531173?pwd=ZUsvRmRLOUpNTWdZdGFxM085Zz09>

Or Dial:	(253) 215-8782
Enter Meeting ID:	950 4153 1173
Password:	039699
Participant ID:	No ID needed, just press #

Order of Presentation: In general, each agenda item will include a short staff presentation, followed by board discussion. Public Comment is not taken at this committee meeting.



**BOARD OF PARK COMMISSIONERS
CAPITAL IMPROVEMENT COMMITTEE
AGENDA**

**Wednesday, June 12, 2024
5:00 PM**

MINUTES FROM May 29, 2024

PROJECT STATUS REPORT

DISCUSSION ITEMS

- N/A

ACTION ITEMS

- MPT / DNR Interlocal Cooperation Agreement for the Dickman Mill Piling Removal Project
- MPT / TPS Interlocal Cooperation Agreement for the Peck Community Sports Park Multi-Use Baseball Field Project

FUTURE AGENDA TOPICS

ADJOURNMENT



BOARD OF PARK COMMISSIONERS CAPITAL IMPROVEMENT COMMITTEE

**May 29, 2024
5:00 PM
MINUTES**

Attendees: Commissioner Pointer, Commissioner Reid
Staff Support: **Debbie Russell**, Director, Business Administration and Planning;
Marty Stump, Deputy Director, Business Administration and Planning;
Kristi Evans, Capital Program Manager, Community and Neighborhood Parks;
Fred Ramey, Asset and Facilities Services Manager, Zoological & Environmental Education;
Alisa O'Hanlon Regala, Strategic Planning Manager, Business Administration and Planning
Jasinda Waldron, Administrative Services Coordinator, Business Administration and Planning

Acceptance of Minutes: Minutes from the May 8, 2024, minutes were approved as written.

Discussion Item

N/A

Action Items

Accepting and Appropriating Funds from the Zoo Society to support design and construction of the Kid Zone Improvements Project at Point Defiance Zoo & Aquarium.

- A resolution authorizing the receipt of donated funds in the amount of \$50,000.00 from the Zoo Society, focusing on the lemur and meerkat areas. This will be used for a preplanning and predesign efforts for Kid Zone improvements, including establishing the scope of work and final budget.
- Fred brought attention to a scrivener's error in the title of the resolution which will be updated from \$250,000.00 to \$50,000.00. He is working on the scope of work and, once the money is appropriated, will start the process for picking the consultant.
- The projected start of the project will be late summer.
- Commissioner Reid inquired about the animals and where they will be relocated to. Fred informed the board that it is too early to determine if they will need to be moved or not.
- Commissioner Reid inquired about the length of the project time, to which Fred stated that it is yet to be determined.
- Commissioner Ried stated that the area is highly visited and wants to know what impacts this project will have. Fred responded that the money will focus on the animal areas and exhibits. Fred is working with staff on the pre-design to determine final usage.
- Commissioner Aaron and Commissioner Reid agreed to move this forward to the Board.

2024 Recreation & Conservation Office (RCO) Grant Applications Authorizing Resolution-Peck Community Sports Park Multi-Use Field, Peck Community Sports Park Lighting and Swan Creek Park Probst Property Acquisition.

- Currently in the early and intermediate phases of this application. Peck master plan is completed - including school baseball field and multi-use field. Kristi stated that once the school districts field is built by end of 2024, the school district will be providing electrical service, panel and electrical conduit for ballfield lighting, MPT would be providing the lighting for the baseball field only. YAF grant needs matching funds and the team is asking for \$600k with matching funds of \$600k. If the teams receives the grant, contracts will be approved in spring of 2025.
- Commissioner Reid asked why the grant will not be till 2025, to which Kristi explained that the lighting will not be installed until a later date. Marty added that the lighting provides for extended play beyond the TPS hours of operation and use. This will extend the amount of hours of play per year.
- Only the baseball field will use this grant as it will be the only field ready. When the school district builds the field, they will ensure the field is electrical ready. YAF will only go up to a certain dollar amount, which is a smaller amount.
- The field is programable 7 days a week. The team has a joint programming group between the school district and MPT. We do not staff this site other than the normal M&O. In the future, the team will likely have staff on site for youth programs.
- Kristi will be managing this project through construction.
- Commissioner Pointer asked about the possibility of thieves stealing electrical and what we will need to prevent this. Kristi responded that they are trying to prevent this with improved technology and hiding equipment.
- Metro parks will eventually be building the remainder of the park i.e. the flex field which is the second part of the grant Community Outdoor Athletic Facility (COAF) grant first year that is being offered with a “no match requirement”, but the team will be matching it. The highest grant amount to request is \$1.2 million which is the amount of our request.
- Synthetic turf field will be the same as the school district standard and will provide for year-round usage. It will have drainage, fencing, landscaping, and no lighting in the first phase.
- Application due date changed from June 20, 2024 to June 27, 2024. Grant contract approval would be between January – March 2025.
- Marty responded that this is a brand new category and opportunity with this grant with RCO. Marty believes that this is a solid project and application, and if we are not successful in the first round, they will hold on to this application and re-review it at a later date.
- RCO Grant for Land Acquisition at Swan Creek that the team closed on February 29, 2024. Alyssa responds that this is already in our possession and was awarded a grant from Pierce County Conservation Futures for the amount of \$850,000.00 which helped with the acquisition.
- We applied for a waiver of retroactivity to WWRP which allows the team to put in an application. We are able to put in a grant after the purchase of the property for 50% of total cost, which would be \$1.4 million. This will help with the acquisition will act as a reimbursement for part of this purchase. The team would not have an agreement until June of 2025 if they are awarded this grant.
- Marty added Urban Wildlife is a protected 8 acers of forest land above a salmon active creek. We have a waiver of retroactivity so the team could replay for funds.
- Commissioner Reid confirmed if this grant is part of the process of reviewing the funding sources to purchase property, to which Marty confirmed yes if this grant is awarded this is part of the funding plan. Commissioner Reid additionally confirmed if this is part of the process of buying the property and suggested we make that known at the board meeting.

- Kristi confirmed that every resolution has specific RCO language. Both Commissioner and Reid approved this moving forward.

Additional Items

- Discussion regarding the Lease Agreement with the Aisa Pacific Curtal Center that took place last meeting and was mentioned in the May 8th Meeting Minutes.

Meeting Adjourned



RESOLUTION CHECK SHEET

<input type="checkbox"/> CONSENT AGENDA		
<input checked="" type="checkbox"/> REGULAR AGENDA:	<input type="checkbox"/> Purchasing Resolution	<input type="checkbox"/> PW Purchasing Resolution
	<input checked="" type="checkbox"/> Single Reading Resolution	<input type="checkbox"/> First Reading (two readings)

Department: Business Administration and Planning	Expected agenda date: June 24, 2024
--	--

Resolution Title: Dickman Mill Piling Removal-Department of Natural Resources ILA Approval	List supportive material and attachments included:
---	--

Written By: Kristi Evans

Dept. Director's Approval:

Did you include:

<u>All Contracts</u> <input type="checkbox"/> Vendor Bid Grid <input type="checkbox"/> Vendor Selection Process <input type="checkbox"/> Past Work Done With MPT <input type="checkbox"/> References/past work with others	<u>Construction</u> <input type="checkbox"/> Warranty Information <input type="checkbox"/> Identification of M&O Dollars <input type="checkbox"/> Offline Facility Information <input type="checkbox"/> When was plan or design concept presented to the Board <input type="checkbox"/> How is the Project going to be managed – MPT/A&E/Other
--	---

<input type="checkbox"/> APPROVED	<input type="checkbox"/> DISAPPROVED
-----------------------------------	--------------------------------------

Executive Director's Comments:

My presentation will require that the PowerPoint projector be set-up Yes No

Please attach resolution and cover memo.
 METROPOLITAN PARK DISTRICT OF TACOMA



MEMORANDUM

TO: Board of Park Commissioners

THROUGH: Shon Sylvia, Executive Director

FROM: Debbie Russell, Director of Business, Administration and Planning

SUBJECT: MPT / DNR Interlocal Cooperation Agreement for the Dickman Mill Piling Removal Project

DATE: June 10, 2024

EXECUTIVE SUMMARY: This resolution authorizes the execution of an ILA between Metro Parks Tacoma (MPT) and Washington State Department of Natural Resources (DNR) and would also authorize the Executive Director to enter into the necessary agreements with DNR. The purpose of the ILA is to document the scope of the Dickman Mill Piling and Debris Removal Project, which is being led by DNR but occurs partially on property owned or managed by Metro Parks. The ILA is also intended to support a common understanding between DNR and MPT about roles and responsibilities.

BACKGROUND: The Dickman Mill Piling and Debris Removal Project will remove approximately 1,200 creosote-treated piles, remnant superstructures, and debris from the nearshore environment of Commencement Bay, offshore of Dickman Mill Park. After pile removal, approximately 6 inches of clean sand with gravel will be placed across the dense piling fields, in accordance with a request from the Washington State Department of Ecology (Ecology) to stabilize the substrate and minimize the potential suspension of contamination. This material placement will also fill the holes left behind in the dense piling fields and improve habitat conditions.

The primary purpose of this project is to restore habitat function and quality of the nearshore environment. The project is being conducted as part of the DNR Creosote Removal Program, which seeks to reduce toxic chemicals and restore shorelines in Puget Sound by removing derelict creosote-treated pilings and overwater structures from the marine environment. This program is needed because creosote-treated pilings leach chemicals into the sediment and water column. These polycyclic aromatic hydrocarbons (PAHs) have meaningful adverse impacts to aquatic species. Studies show that herring eggs exposed to creosote have a high mortality rate. PAHs are known to increase disease and alter growth and reproductive function in English sole. These chemicals also affect juvenile salmonids by reducing their growth and altering immune function (DNR 2018).

Removal of the approximately 1,200 creosote-treated piles from the project area will eliminate almost 2,000 tons of creosote from the nearshore environment in Commencement Bay. In-water work will be confined to the allowable in-water 2024/2025 work window (August 16, 2024, to February 15, 2025) and will commence after all applicable permits are received.

FISCAL IMPACT: DNR will be the sole provider of the cost of removal.

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

METROPOLITAN PARK DISTRICT OF TACOMA

RESOLUTION NO. R-

**METRO PARKS TACOMA / WA STATE DEPT OF NATURAL RESOURCES
INTERLOCAL COOPERATION AGREEMENT FOR THE FOR THE DICKMAN MILL
PILING REMOVAL PROJECT**

WHEREAS, the Board of Park Commissioners of the Metropolitan Park District of Tacoma wishes to enter into a Interlocal Cooperation Agreement with the Washington State Department of Natural Resources (DNR) for the Dickman Mill Piling Removal Project, and

WHEREAS, MPT is a metropolitan park district operating under authority of Chapter 35.61 RCW and is a public agency authorized to enter into interlocal agreements with other public agencies pursuant to the Interlocal Cooperation Act, Ch. 39.34 RCW; and

WHEREAS, DNR is a state agency operating under the laws of the state of Washington and is a public agency authorized to enter into interlocal agreements with other public agencies pursuant to the Interlocal Cooperation Act, Ch. 39.34 RCW; and

WHEREAS, the Parties wish to enter into a Interlocal Agreement regarding the removal of creosote piling on DNR property and MPT property for a cooperative and efficient management of environmentally efficient removal for the benefit the Tacoma community; and

WHEREAS, DNR wishes to complete pile removal to restore habitat function and quality of the nearshore environment, and

WHEREAS, Metro Parks and the DNR have determined that there would be mutual agency and community benefit by removal on both properties and the project managed and administered by DNR at their cost; Now, therefore, be it

RESOLVED by the Board of Park Commissioners of the Metropolitan Park District of Tacoma to give authorization to the Executive Director to sign the Interlocal Cooperation Agreement with the DNR.

The forgoing resolution was adopted by the Board of Park Commissioners of the Metropolitan Park District of Tacoma at a regular meeting held on _____2024.

President

ATTEST:

Secretary

Clerk

INTERLOCAL AGREEMENT

Metro Parks ILA No. [Click here and type]

This Interlocal Agreement (ILA) is between the Department of Natural Resources, referred to herein as “DNR”, and the Metropolitan Park District of Tacoma, referred to herein as “Metro Parks”.

The DNR and Metro Parks are entering into this Agreement under authority of Chapter 39.34RCW of Washington State, Interlocal Cooperation Act.

The purpose of the ILA is to document the scope of the Dickman Mill Piling and Debris Removal Project, which is being led by DNR but occurs partially on property owned or managed by Metro Parks. The ILA is also intended to support a common understanding between DNR and Metro Parks about roles and responsibilities and final intended conditions.

The parties agree to the provisions and statements outlined below.

1.01 Definitions:

DNR is an agency of the state of Washington.

The DNR and Metro Parks enter into an ILA, in good faith, with public and private agencies to collaborate on and/or coordinate programs, and to define institutional linkages along broad areas of concern.

The project will occur largely on state-owned aquatic lands, managed by DNR. However, some piling, remnant superstructures, and debris will be removed from the nearshore environment of parcels 8950002534 and 8950002533. These parcels are owned and managed by Metro Parks.

2.01 Project Overview:

The Dickman Mill Piling and Debris Removal Project will remove approximately 1,200 creosote-treated piles, remnant superstructures, and debris from the nearshore environment of Commencement Bay, offshore of Dickman Mill Park. After pile removal, approximately 6 inches of clean sand with gravel will be placed across the dense piling fields and shoreward to an elevation of +2 Mean Lower Low Water (MLLW), in accordance with a request from the Washington State Department of Ecology (Ecology) to stabilize the substrate, prevent erosion of

the lower elevations (i.e., 0 MLLW to +2 MLLW) of the shoreline beach cap placed by Metro Parks in 2001, and minimize the potential suspension of contamination. This material placement will also fill the holes left behind in the dense piling fields and improve habitat conditions.

The primary purpose of this project is to restore habitat function and quality of the nearshore environment. The project is being conducted as part of the DNR Creosote Removal Program, which seeks to reduce toxic chemicals and restore shorelines in Puget Sound by removing derelict creosote-treated pilings and overwater structures from the marine environment. This program is needed because creosote-treated pilings leach chemicals into the sediment and water column. These polycyclic aromatic hydrocarbons (PAHs) have meaningful adverse impacts to aquatic species. Studies show that herring eggs exposed to creosote have a high mortality rate. PAHs are known to increase disease and alter growth and reproductive function in English sole. These chemicals also affect juvenile salmonids by reducing their growth and altering immune function (DNR 2018). Removal of the approximately 1,200 creosote-treated piles from the project area will eliminate almost 2,000 tons of creosote from the nearshore environment in Commencement Bay.

DNR has provided studies¹ to Metro Parks that have concluded the removal of the pilings will not result in additional tidal action along the shoreline or cause material erosion or damage to the adjacent shoreline.

3.01 Work Activities:

The project must occur in the upcoming 2024/2025 in-water work window in order to be complete before the funding available to DNR expires in June 2025.

Construction will be completed with barges and other in-water equipment; no land-based operations are assumed given the offshore location of these piles. The Contractor will select the equipment and construction methods that will achieve the project requirements in the most efficient and cost-effective manner, while complying with all best management practices (BMPs) described in the Joint Aquatic Resources Permit Application (JARPA) attached as Exhibit A, as well as agency approvals and permit conditions.

Piling and Debris Removal

Piling and debris removal will occur in the areas depicted on Exhibit B. Piles are most likely to be removed with a vibratory hammer. Approximately 90% of the piles are reported to be in good condition, so full extraction is expected. If needed, a direct pull method may also be used to remove piling. This method includes wrapping a chain or cable choker around the pile and pulling the pile directly from the sediment using a crane or excavator. In the unlikely event that piles cannot be fully extracted, they will be cut at or just below the sediment surface. Piling removal is expected to take up to 2 months.

The project also includes removal of large debris, generally assumed to be larger than 2 feet.

¹ Herrera Environmental Consultants. 2023. *Dickman Mill Geomorphic Assessment*. June 5.

After piling removal, divers will retrieve wood and metal debris that can reasonably be removed from the site. For larger debris, a crane or excavator may be used after divers have located the debris. Debris removal will focus on larger pieces in the shallower water rather than the smaller pieces in deeper water. Debris removal is expected to occur over a 1- to 2-week period.

Placement of Sand and Gravel Mix after Piling Removal

After piling removal, the dense piling fields would be topped with approximately 6 inches of sand and gravel (refer to Exhibit B) and the holes created by the removed pilings will also be filled. In areas of discrete piling, the sand and gravel mix will also be placed discretely, within a 2-foot radius of the location of pile removal. The sand and gravel mix will be placed by lowering a clamshell bucket or Bombay box into the water column and releasing the material within 10 feet of the mudline. In total, approximately 1,640 cubic yards of gravelly sand mix will be placed, and material placement may take up to 2 weeks.

4.01 Functions/Roles/Tasks of Agencies/Parties:

DNR shall:

- Conduct weekly updates to Metro Parks discussing the status of the work and the work to be performed for the following week.
- Remove the creosote-treated piling, remnant superstructures, and debris from the nearshore environment.
- Place 6 inches of gravelly sand mix after piling removal in the dense piling fields. Place a 2-foot radius of gravelly sand mix around the location of pile removal in areas of discrete piling.
- Implement construction following all BMPs outlined in the JARPA and in accordance with all project permits and approvals.
- DNR will include in the Bid requirements of the project that the contractor will need to indemnify Metro Parks during all construction phases of the project.
- To avoid impacts to the adjacent eelgrass beds, historic park features and cultural resources, DNR will require the Contractor to begin piling removal at the eastern corner of each dense piling field and work westerly, ensuring that the barge and construction equipment do not work over the two known eelgrass beds.
- To avoid impacts to the adjacent wetland located within the Dickman Mill Park, and to Dickman Mill Park itself, no project activities will occur in the uplands of the project area, above an elevation of +2 Mean Lower Low Water.

- Any boat moorage needed by the Contractor will occur outside of the boundaries of Dickman Mill Park.
- Current cost estimates for the project indicate that the full scope of piling and debris removal, and sand/gravel placement, can occur within the available funding. If the full scope of the project cannot be implemented due to unanticipated funding restrictions or significantly changed conditions, DNR will complete as much piling removal and sand placement as possible within the available funds. Any remaining piling that cannot be removed within available funds and the subsequent sand placement in those areas would be subject of later removal efforts by DNR once funding is obtained.
- Post-construction monitoring is not a component of this project based on Ecology concurrence that additional placement of material to +2 MLLW will mitigate potential shoreline erosion; post-construction monitoring is therefore not required. Monitoring is also not required by other agencies with jurisdiction, which include the U.S. Army Corps of Engineers, National Oceanic and Atmospheric Administration National Marine Fisheries Service, U.S. Fish and Wildlife Service, U.S. Environmental Protection Agency, Washington Department of Fish and Wildlife, and the City of Tacoma.
- In-water work will be confined to the allowable in-water 2024/2025 work window (August 16, 2024, to February 15, 2025) and will commence after all applicable permits are received.
- Construction will occur between 7 am and 9 pm, in accordance with the City of Tacoma noise ordinance.
- Prior to construction, DNR will work with Metro Parks to outline a right of entry based on likely access requirements of the Contractor. DNR will then confirm the terms of the executed right of entry with Metro Parks after the construction contract is executed. This two-step process allows much of the coordination to occur ahead of construction, which is important for this project because of the compressed schedule. It also preserves an opportunity for the Contractor to confirm construction means and methods. Any required updates to the right of entry would be submitted to Metro Parks for review and approval. During construction, DNR would ensure that access to and from Dickman Mill Park is conducted in accordance with Metro Parks' executed right of entry.
- After project completion, DNR will provide Metro Parks with adequate documentation of the final material placement in the nearshore.

Metro Parks shall:

- Remove the bicycle art prior to mid-August 2024, when the in-water work window opens.
- Provide access to and from Dickman Mill Park in accordance with the right of entry, negotiated between DNR and/or the Contractor. Similarly, provide access to the in-water

Telephone

Telephone



HILARY S. FRANZ
COMMISSIONER OF PUBLIC LANDS

RIGHT OF ENTRY FOR ACCESS TO AQUATIC LANDS

THIS AGREEMENT is made by and between the STATE OF WASHINGTON, acting through the Department of Natural Resources (“State”), and Metropolitan Park District of Tacoma (“Metro Parks”).

THE Parties agree as follows:

SECTION 1 GRANT OF PERMISSION

1.1 Permission. Error! Bookmark not defined. Subject to the terms and conditions set forth below, Metro Parks hereby grants State a revocable, nonexclusive license to enter upon the real property described in Exhibit A (the “Property”) for the purpose of conducting the Authorized Activities described below. In this agreement, the term “Right of Entry” means this agreement and the rights granted.

1.2 Permittees and Assignment. The Right of Entry may be exercised by State and State’s employees, agents, contractors, consultants, and guests engaged in the Authorized Activities (“Permittees”). Restrictions and rights of State shall apply equally to the Permittees. State shall not otherwise assign or transfer this Right of Entry.

SECTION 2 USE

2.1 Authorized Activities. Error! Bookmark not defined. State may enter the Property only for the purpose of ingress and egress to adjacent state-owned property and activities described in detail in Exhibit B (“Activities”). State shall not conduct any other activities on the Property without the prior written permission of Metro Parks.

2.2 Restrictions on Activities.

- (a) State shall not cause or permit waste, deposit of material, or damage to natural resources unless approved by Metro Parks in writing and except to the extent expressly permitted in Exhibit B. This prohibition includes deposit of fill, rock,

earth, ballast, wood waste, refuse, garbage, waste matter, pollutants of any type, or other matter.

- (b) State shall not use, store, generate, process, transport, handle, release, or dispose of Hazardous Substances on the Property except in accordance with all applicable laws. If State's act or omission results in a release of Hazardous Substances, State, at its sole expense, shall promptly take all actions necessary or advisable to clean up, contain, and remove the Hazardous Substances in accordance with applicable laws. State shall immediately notify Metro Parks.
- (c) State shall work in good faith to exercise the Right of Entry in a manner that minimizes or avoids interference with the Metro Parks's use of the Property.
- (d) Before commencing Activities on the Property, the Parties shall coordinate an estimated schedule of work. State shall provide Metro Parks a minimum of 24 hours verbal or written notice before the start of on-site activities not identified on the schedule, unless the Parties otherwise agree on notification.

2.3 Conformance with Laws. State shall keep current and comply with all conditions and terms of any permits, licenses, certificates, regulations, ordinances, statutes, and other government rules and regulations regarding its activities on the Property.

SECTION 3 TERM

3.1 Term Defined. This right of entry commences on the [_____] day of [_____] , 20__ / ("Commencement Date"), and terminates on the [_____] day of [_____] , 20__ / ("Termination Date"), unless terminated sooner under the terms of this Right of Entry.

3.2 End of Term. Upon termination of this Right of Entry and except as otherwise provided in Exhibit B, State shall restore the Property to a condition equal to, or better than the condition immediately prior to State's Activities.

SECTION 4 CONSIDERATION

The consideration the mutual benefits to the Parties.

SECTION 5 INDEMNITY AND INSURANCE

5.1 Indemnity.

- (a) State shall indemnify, defend, and hold harmless Metro Parks, its employees, officers, and agents from any Claims arising out of the Activities or related activities by State and its Permittees.
- (b) "Claim" as used in this Subsection 5.1 means any financial loss, claim, suit, action, damages, expenses, fees (including attorneys' fees), penalties, or judgments attributable to bodily injury, sickness, disease, death, and damages to

tangible property, including, but not limited to, land, aquatic life, and other natural resources. "Damages to tangible property" includes, but is not limited to, physical injury to the Property, including damage resulting from Hazardous Substances, and damages resulting from loss of use of the Property.

- (c) State's obligation to indemnify, defend, and hold Metro Parks harmless for claims extends only to the percent of negligence of State and its Permittee in contribution to such claim.
- (d) State waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold Metro Parks and its agencies, officials, agents, or employees harmless.

5.2 Insurance Terms. State warrants that it has capacity to self-insure for the risks and coverages necessary for the Authorized Activities.

SECTION 6 TERMINATION

6.1 Termination by Revocation. Either party may terminate this Right of Entry at any time upon thirty (30) days' notice to the other Party

6.2 Termination by Completion of Activities. If State completes Activities prior to the Termination Date, this Right of Entry terminates upon State's written notice to Metro Parks that State has completed all Activities.

SECTION 7 NOTICE

Following are the locations for delivery of notice and the Contact Person. Any Party may change the location of notice and/or the Contact Person upon reasonable notice to the other.

State: DEPARTMENT OF NATURAL RESOURCES
District Name
District Address
Name and Title of Contact Person
Telephone number
Fax number
E-mail address

Metro Parks: / _____
 / _____
 / _____
 / _____
Name and Title of Contact Person
Telephone number
Fax number

E-mail address

SECTION 8 MISCELLANEOUS

8.1 Headings. The headings used in this Right of Entry are for convenience only and in no way define, limit, or extend the scope of this Right of Entry or the intent of any provision.

8.2 Invalidity. The invalidity, voidness, or illegality of any provision of this Right of Entry does not affect, impair, or invalidate any other provision of this Right of Entry.

8.3 Applicable Law. This Right of Entry is to be interpreted and construed in accordance with the laws of the State of Washington. *[Venue for any action arising out of or in connection with this Right of Entry is in the Superior Court for Thurston County, Washington].*

8.4 Modification. No modification of this Right of Entry is effective unless in writing and signed by the Parties. Oral representations or statements do not bind either Party.

8.5 Exhibits and Attachments. All referenced exhibits and attachments are incorporated in this Right of Entry unless expressly identified as unincorporated.

THIS AGREEMENT requires the signature of all Parties and is effective on the date of the last signature below.

LICENSEE NAME

Dated: _____, 20_____

By:
Title:
Address:
Phone:

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____, 20_____

By:
Title:
Address:

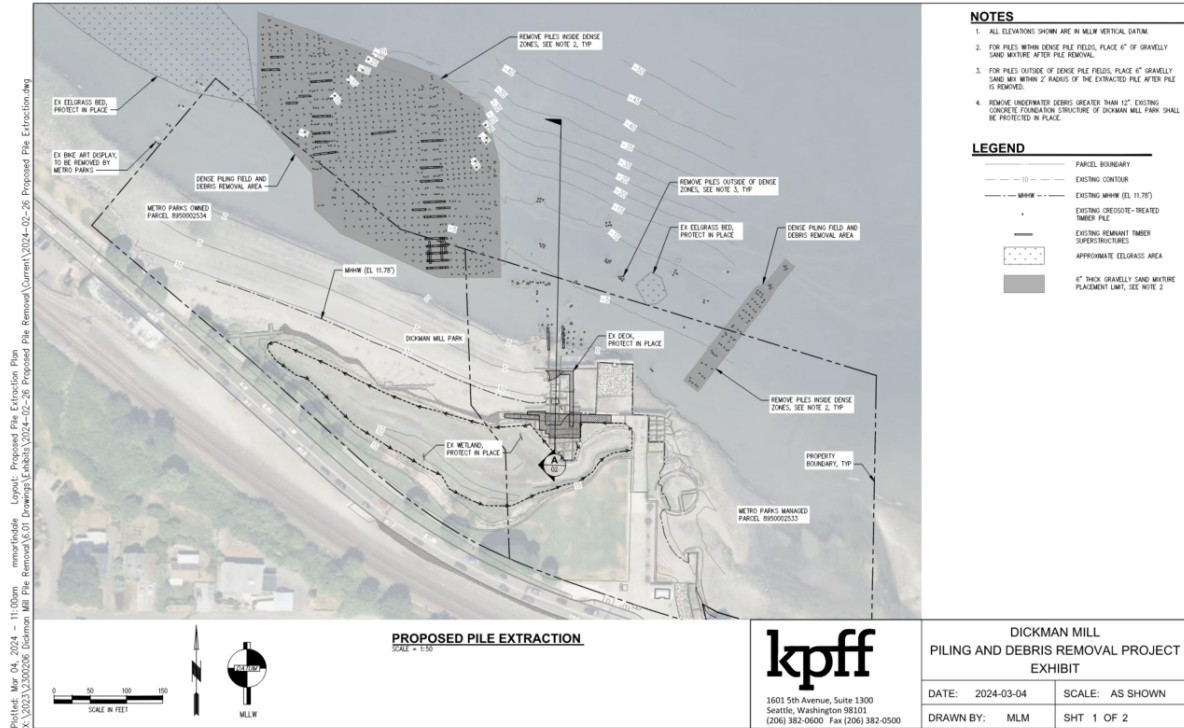
Approved as to form this
24th day of April, 2018
Jennifer Clements, Assistant Attorney General

EXHIBIT A

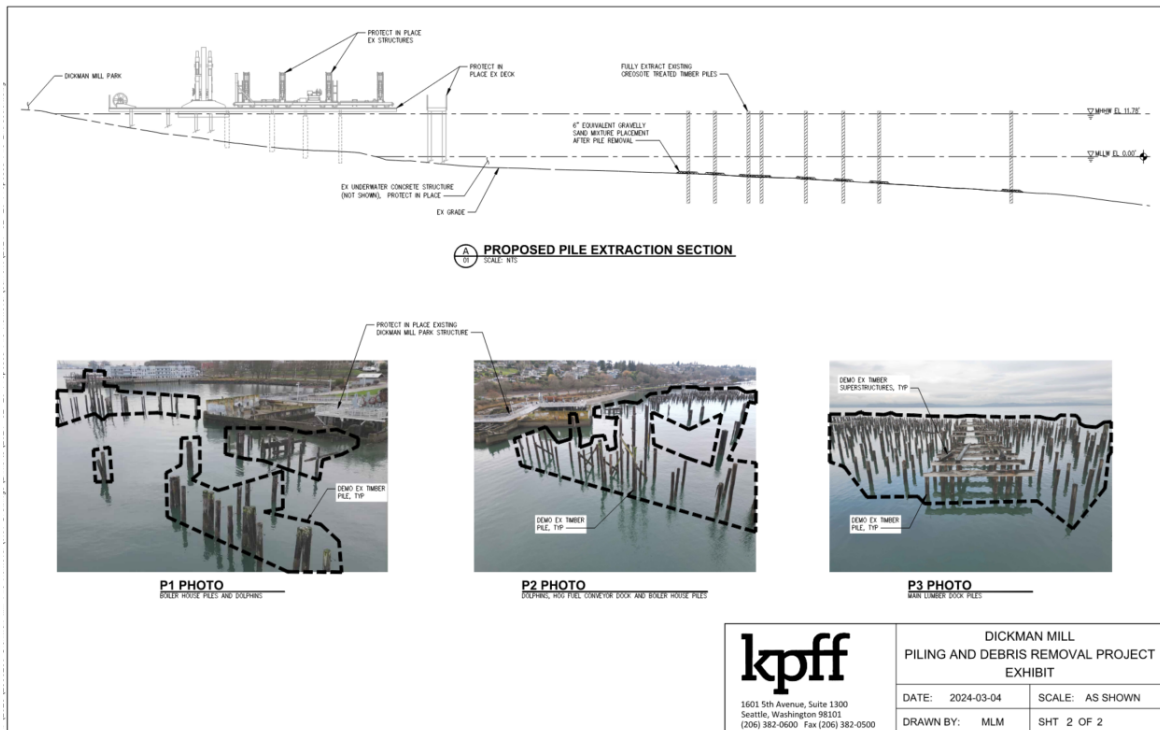
JARPA

EXHIBIT B

EXHIBIT B



Project: Mar 04, 2024 - 11:00am mmaribodde Layout: Proposed Pile Extraction Plan
 X:\2023\200206 Dickman Mill Pile Removal\Exhibits\2024-02-26 Proposed Pile Extraction Plan



**EXHIBIT C
AUTHORIZED ACTIVITIES**

[(X) Site Investigations. State may conduct the following activities necessary to complete site investigations, feasibility studies, and the like on [the Property – OR – the area of the Property indicated as _____ on Exhibit A] – OR – [state-owned property adjacent to the Property as indicated on Exhibit A]:

- *[Personnel pedestrian access only to and across the Property]*
- *[Personnel , vehicle, and equipment access to and across the Property]*
- *[Temporary parking for vehicles or equipment where indicated on Exhibit A]*
- *[Temporary staging of vehicles or equipment as necessary to facilitate [drilling, test pits, _____]]*
- *[Excavation of test pits]*
- *[Geophysical surveys with an electromagnetic device]*
- *[Installation and sampling of monitoring wells]*
- *[Other _____]*

[(X) Construction Access. State may conduct the following activities necessary to complete construction/demolition/installation of [_____ (insert name of project)] on the Property] – OR – [the area of the Property indicated as _____ on Exhibit A] – OR – [state-owned property adjacent to the Property as indicated on Exhibit A]:

- *[Personnel pedestrian access only]*
- *[Personnel and vehicle access]*
- *[Equipment access]*
- *[Temporary parking for vehicles or equipment where indicated on Exhibit A]*
- *[Temporary staging of vehicles, construction equipment, and construction materials]*
- *[Other _____]*

- OR -

[(X) as the Parties want to otherwise describe]



RESOLUTION CHECK SHEET

<input type="checkbox"/> CONSENT AGENDA		
<input checked="" type="checkbox"/> REGULAR AGENDA:	<input type="checkbox"/> Purchasing Resolution	<input type="checkbox"/> PW Purchasing Resolution
	<input checked="" type="checkbox"/> Single Reading Resolution	<input type="checkbox"/> First Reading (two readings)

Department: Business Administration and Planning	Expected agenda date: June 24, 2024
--	--

Resolution Title: MPT / TPS Interlocal Cooperation Agreement for the Peck Community Sports Park Multi-Use Baseball Field Project	List supportive material and attachments included:
--	--

Written By: Kristi Evans

Dept. Director's Approval:

Did you include:

<u>All Contracts</u>	<u>Construction</u>
<input type="checkbox"/> Vendor Bid Grid	<input type="checkbox"/> Warranty Information
<input type="checkbox"/> Vendor Selection Process	<input type="checkbox"/> Identification of M&O Dollars
<input type="checkbox"/> Past Work Done with MPT	<input type="checkbox"/> Offline Facility Information
<input type="checkbox"/> References/past work with others	<input type="checkbox"/> When was plan or design concept presented to the Board
	<input type="checkbox"/> How is the Project going to be managed – MPT/A&E/Other

<input type="checkbox"/> APPROVED	<input type="checkbox"/> DISAPPROVED
-----------------------------------	--------------------------------------

Executive Director's Comments:

My presentation will require that the PowerPoint projector be set-up Yes No

Please attach resolution and cover memo.
METROPOLITAN PARK DISTRICT OF TACOMA



MEMORANDUM

TO: Board of Park Commissioners

THROUGH: Shon Sylvia, Executive Director

FROM: Debbie Russell, Director of Business, Administration and Planning

SUBJECT: MPT / TPS Interlocal Cooperation Agreement for the Peck Community Sports Park Multi-Use Baseball Field Project

DATE: June 19, 2024

EXECUTIVE SUMMARY: This resolution authorizes the execution of an ILA between Metro Parks Tacoma (MPT) and Tacoma School District (TSD) for the joint development and operation of a new Multi-Use Baseball Field Project at Peck Community Sports Park (formerly known as Peck Athletic Complex) located on MPT owned property at 1425 S State St, Tacoma. This resolution authorizes the appropriation of up to \$460,000.00 from the 2014 UTGO Bond Funds to support the construction of the Project and would also authorize the Executive Director to enter into the necessary agreements with TSD.

BACKGROUND: MPT and TPS operate cooperatively under Interlocal Agreement TSD-14-110 regarding the Joint Use and Development of Facilities and Open Spaces. This agreement encourages the expansion of joint and cooperative capital ventures and efficient management of the use of the parties' properties and facilities for the benefit of the Tacoma community.

The Peck Community Sports Park Multi-Use Baseball Field Project is identified as the first phase of site redevelopment identified within the recently completed Peck Community Sports Park Master Plan. This Master Plan was prepared with considerable community input and adopted by the Park Board on December 11, 2023.

The Peck Community Sports Park Master Plan recommends a broad range of recreation facilities including a multi-use baseball field, flex sports field, restrooms, playground, covered areas for shade, sports courts, trails, parking and drainage upgrades, passive play and garden areas and other landscape improvements.

This ILA is focused primarily upon Phase One of the overall project consisting of the Multi-Use Baseball Field Project. The Project will serve the needs of youth athletic programs for Stadium High School, Hilltop Heritage Middle School, other TSD students, and the general public by providing improved sports fields as well as other facilities and spaces for active and passive recreation.

The Project, currently estimated at approximately \$5M is funded primarily by TPS with a funding contribution from MPT not-to-exceed \$460,000.00 to help offset project delivery expenses. TPS is managing the design, permitting and construction phases of the project in partnership with MPT.

CIC Draft 6/12/24

As detailed further within the ILA, MPT will manage, operate and maintain the multi-use baseball field once completed.

FISCAL IMPACT: The contribution of not-to-exceed \$460,000.00 is provided by MPT 2014 UTGO Bond Funds and will support the Peck Athletic Complex-Tacoma School District Multi-Use Baseball Field Project.

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

METROPOLITAN PARK DISTRICT OF TACOMA

RESOLUTION NO. R-

**METRO PARKS TACOMA / TACOMA PUBLIC SCHOOLS
INTERLOCAL COOPERATION AGREEMENT FOR THE PECK COMMUNITY
SPORTS PARK MULTI-USE BASEBALL FIELD PROJECT**

WHEREAS, the Board of Park Commissioners of the Metropolitan Park District of Tacoma wishes to enter into a Interlocal Cooperation Agreement with the Tacoma School District (TSD) for the Peck Community Sports Park -Tacoma School District Multi-Use Baseball Field Project, and

WHEREAS, MPT is a metropolitan park district operating under authority of Chapter 35.61 RCW and is a public agency authorized to enter into interlocal agreements with other public agencies pursuant to the Interlocal Cooperation Act, Ch. 39.34 RCW;

WHEREAS, TSD is a public school district operating under the laws of the state of Washington as a school district and is a public agency authorized to enter into interlocal agreements with other public agencies pursuant to the Interlocal Cooperation Act, Ch. 39.34 RCW;

WHEREAS, the Parties entered into Interlocal Agreement TSD-14-110 regarding the Joint Use and Development of Facilities and Open Spaces, which encourages the expansion of joint and cooperative capital ventures and efficient management of the use of the parties' properties and facilities for the benefit of Tacoma's citizens;

WHEREAS, TSD wishes to complete the Multi-Use Baseball Field Project at Peck Athletic Complex to provide field capacity to youth athletics programs for Stadium High School, Hilltop Heritage Middle School, other TSD students and the community more broadly, and

WHEREAS, Metro Parks has planned future development for the Peck Community Sports Park to compliment the ballfield project as identified within the 2023 Peck Community Sports Park Master Plan, and

WHEREAS, Metro Parks and the TSD have determined that there would be mutual agency and community benefit by combining resources for the redevelopment of Metro Parks property at Peck Community Sports Park under this Phase One project managed and administered by TSD, and

WHEREAS, the Board of Parks Commissioners wishes to allocate funds in order to participate in this partnership; Now, therefore, be it

RESOLVED by the Board of Park Commissioners of the Metropolitan Park District of Tacoma that: a maximum contribution not-to-exceed \$460,000.00 is granted from the 2014 Capital bond Funds to build the new Multi-Use Baseball Field at Peck Athletic Complex and give authorization to the Executive Director to sign the Interlocal Cooperation Agreement with the TSD.

The forgoing resolution was adopted by the Board of Park Commissioners of the Metropolitan Park District of Tacoma at a regular meeting held on _____ 2024.

President

ATTEST:

Secretary

Clerk

INTERLOCAL AGREEMENT

TSD-



(CONTRACT # ASSIGNED BY CFO OFFICE)

THE METROPOLITAN PARK DISTRICT OF TACOMA

FOR FUNDING, DEVELOPMENT, AND FUTURE USE OF NEW
FIELDS AT THE PECK COMMUNITY SPORTS PARK

JANUARY 1, 2024 – JANUARY 1, 2035



INTERLOCAL AGREEMENT No. TSD-XX-XXX
For District Use Only

between

TACOMA SCHOOL DISTRICT NO. 10

(hereinafter referred to as TSD)
601 South 8th Street
P. O. Box 1357
Tacoma, WA 98401-1357

And

METROPOLITAN PARK DISTRICT OF TACOMA

(hereinafter referred to as MPT)
4702 S. 19th St.
Tacoma, WA 98405

THIS INTERLOCAL AGREEMENT (the “Agreement”) is dated June ____, 2024 (for reference purposes only) and entered into by and between the Metropolitan Park District of Tacoma, a municipal corporation (“MPT”), and the Tacoma School District No. 10, a municipal corporation (“TSD”) for the purposes described herein (collectively the “Parties”). The Peck Athletic Complex Project is hereafter referred to in this document as the “Peck Community Sports Park”.

WHEREAS, MPT is a metropolitan park district operating under authority of Chapter 35.61 RCW and is a public agency authorized to enter into interlocal agreements with other public agencies pursuant to the Interlocal Cooperation Act, Ch. 39.34 RCW;

WHEREAS, TSD is a public school district operating under the laws of the state of Washington as a school district and is a public agency authorized to enter into interlocal agreements with other public agencies pursuant to the Interlocal Cooperation Act, Ch. 39.34 RCW;

WHEREAS, the Parties entered into Interlocal Agreement TSD-14-110 regarding the Joint Use and Development of Facilities and Open Spaces, which encourages the expansion of joint and cooperative capital ventures and efficient management of the use of the parties’ properties and facilities for the benefit of Tacoma’s citizens;

WHEREAS, the parties authorized additional agreements to be created to effectuate the policies of Interlocal Master Agreement TSD-14-110 and further granted to TSD’s Superintendent and MPT’s Executive Director the authority to create and implement such processes and procedures;

WHEREAS, TSD intends to construct an all-season multipurpose field with related improvements which is referred to as the Peck Community Sports Park Project (sometimes also referred to herein as the “Project”) at the location commonly known as Peck Athletic Complex, located at 1425 S. State Street, Tacoma, WA 98405 (the “Project Site”). A conceptual site plan rendering of the Peck Community Sports Park Project is depicted on **Exhibit A** and the Project Budget is attached as **Exhibit B**.

WHEREAS, upon completion of construction TSD and MPT intend to execute and record a covenant dedicating priority use of the multi-sport field to TSD for a period of 10 years;

WHEREAS, TSD and MPT have a long and mutually beneficial relationship and expect to continue cooperative undertakings on this site for mutual and community benefit after the expiration of the 10 year covenant pursuant to a new agreement;

WHEREAS, MPT will install other park improvements at the Project Site related to the multi-use field area on the remaining portion of the area they own at this location, in phases consistent with the 2023 Master Plan.

WHEREAS, MPT will manage and maintain the fields and amenities associated with this Project before construction begins and after construction is complete and maintenance costs in excess of typical use will be documented in the annual interagency reconciliation report which will be provided in a subsequent agreement;

WHEREAS, TSD will be responsible for maintaining the construction site area during the construction period;

WHEREAS, future phased improvements may be completed at a later date by MPT and MPT will inform TSD of planning and design activities and invite TSD representatives as needed;

WHEREAS, MPT is contributing the use of the Project Site as well as Four Hundred and Sixty Thousand Dollars (\$460,000.00) to support the construction of the Peck Community Sports Park Project;

WHEREAS, the Project will serve the needs of both the students at Stadium High School, Hilltop Heritage Middle School, other TSD students, and the general public, by providing improved sports fields and park amenities and both MPT and TSD desire to enter into this Interlocal Agreement related to those improvements based on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, the parties hereto agree as follows:

1. Incorporation of Recitals. MPT and TSD acknowledge and agree that the above stated recitals are true and correct to the best of their knowledge and are incorporated by this reference as though fully set forth herein.
2. Interlocal Cooperation Act Compliance. This is an Agreement entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW. Its purpose is stated in Section 3. Its duration and method of termination is stated in Section 4. Except as otherwise specifically provided herein, each party shall bear its own costs and control its own manner of financing and of establishing and maintaining a budget for the activities contemplated herein. TSD will be the administrator of the development of its portion of these sports playfields in Phase 1 including the construction permitting, construction financing and construction management of the Baseball/sports field and related amenities. No separate entity is created and, except as otherwise provided in this Agreement, no real or personal property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.
3. Purpose. The parties have entered into this Agreement for the purpose of joint and coordinated funding, development and construction of new multipurpose field and sidewalk improvements directly adjacent to the frontage of the TSD ballfield Project. TSD has agreed to perform the permitting, contract administration, construction management and construction work and pay the costs of construction

necessary for completion of the TSD portion of the Peck Sports Park Project (Phase 1). MPT will provide mutually agreed upon improvements and possible future improvements.

4. Term and Termination. This Agreement shall be effective (the “**Effective Date**”) upon mutual execution by the Parties and shall remain in effect until completion of the Peck Sports Park Project, at which time the Covenant attached as Exhibit C shall be executed by the Parties and that shall expire ten (10) years after completion of construction. Construction is estimated to be completed by January 7, 2025 and the Covenant is expected to be in effect until January 7, 2035. Construction will be deemed completed not later than the first day TSD uses the Project Site for its intended purpose.

A. Either party may terminate this Agreement prior to TSD’s issuance of a notice to proceed to its contractor, by giving notice to the other party at least twenty (20) days prior to the date of termination. If such notice is given, each party shall bear its own costs incurred pursuant to this Agreement.

B. TSD may terminate this Agreement after it issues the notice to proceed to the contractor by giving notice to MPT at least twenty (20) days prior to the date of termination. If TSD does terminate the agreement after issuance of the notice to proceed, TSD will be responsible for either (A) returning the Project Site to its pre-agreement state or pay MPT to return the site to its pre-agreement state or (2) surrender the improvements as then constructed, as determined by MPT in its sole discretion and at no cost to MPT. TSD shall also be responsible for reimbursing MPT for funds MPT expended on the planning, design, permitting and/or construction related to this Project including staff salaries, consultant fees and contractor agreement from the date the notice to proceed is issued to the date of termination as well as any reimbursement of any portion of the Project funding provided by MPT to TSD pursuant to Section 6 below.

C. MPT may terminate this Agreement after TSD issues the notice to proceed to the contractor by giving notice to TSD at least twenty (20) days prior to the date of termination. If MPT does terminate the agreement, MPT will be responsible for reimbursing TSD for funds TSD expended on the planning, design, permitting and/or construction related to this project including staff salaries, consultant fees and contractor agreement from the date the notice to proceed is issued to the date of termination. As an alternative to MPT’s obligation to reimburse the funds expended by TSD on the Project, MPT may elect to provide TSD use of replacement property similar to the Peck Sports Park subject to the terms of this Agreement and the Covenant. This replacement property similarity refers to size, geographic location and condition of the existing amenities in comparison to the Project Site prior to any improvements.

D. Notwithstanding, the Parties intend to allow TSD shared site us of the TSD improvements on the Peck Sports Park site beyond the expiration of the Covenant pursuant to the parties then in effect Agreement for Joint Use and Development of Facilities and Open Spaces.

5. Project Construction.

A. Design. TSD is responsible for submitting the final design and specifications for the Project to MPT for their review and approval. Once approved by the Parties, any subsequent material modifications shall also be subject to MPT and TSD’s review and approval. See dates in the table below for expected Project deadlines.

B. Construction. TSD shall be responsible for compliance with all applicable public works contracting, prevailing wage, retainage, targeted hiring and bonding requirements and will provide proof of compliance to MPT upon request. TSD shall cause its contractor to construct the Peck

Sports Park Project in a good and workmanlike manner consistent with the approved plans. TSD is solely responsible for compliance with all applicable laws and regulations governing the construction, for which MPT is in no way responsible.

C. Construction Phase Estimated Timetable. The parties anticipate the following schedule with regard to the Peck Community Sports Park Project: TSD will notify MPT of changes that occur to the schedule milestones listed in this section.

Completion of Final Design and approval by the Parties	January 23, 2024
Commencement of Construction	July 2024
Completion of Construction	January 2025

D. Acknowledgement of MPT's cooperation. TSD agrees to acknowledge MPT's cooperation and participation in the Project by including MPT on a Project sign posted for the duration of the construction work at the Project Site.

E. Acknowledgement of TSD's cooperation. MPT agrees to acknowledge TSD's cooperation and participation in the Project by including TSD on a Project sign posted for 10 years on the Project Site once construction is complete.

F. Summary Report. Upon project completion, TSD shall provide MPT final electronic AutoCAD and pdf files including topographic survey, finish grading contours, site features, and utilities as well as a project summary report to MPT which will include the following elements: all funding sources, funding amounts and expenditures, including vendor name, service provided, and actual cost.

6. Funding and Payment.

A. TSD currently estimates the cost of constructing the Project at \$5,200,000.00 plus WSST. MPT hereby agrees to provide Four Hundred and Sixty Thousand Dollars (\$460,000.00) (the "Funds"), The Funds shall be used exclusively for construction of the Project and no other purpose. The Funds are from bond proceeds and TSD shall not use the funds for any design or permitting costs, any maintenance and/or operating costs or for any TSD staff costs and/or associated expenses. The Funds must be used exclusively for capital improvements related to the Project.

B. MPT agrees to make progress payments from the Funds to TSD based upon the mutually agreed percentages of work completed. TSD will issue an invoice to MPT on a periodic basis, not to exceed once a month, stating the percentage of the Project work completed and including all MPT's required supporting documentation such as copies of construction invoices that TSD has paid and proof of payment.

C. TSD's invoices to MPT shall be numbered, showing the project number, title and a description of work items being invoiced. Any incomplete or improperly prepared invoice will be returned for correction without processing or payment. Payment from MPT will be due thirty (30) days after receipt of TSD's invoice.

D. TSD invoices and supporting documentation shall be mailed to MPT at the address below with "Attention: Kristi Evans" and also e-mailed to AccountsPayable@tacomparks.com.

E. MPT shall make final payment of the balance of any remaining Funds not previously paid by progress payment upon receipt of the summary report specified above.

F. It is agreed that payment by MPT of any progress payment will not constitute agreement as to the appropriateness of any item.

G. TSD currently estimates the cost of completing the Peck Community Sports Park Project at approximately Five Million Two Hundred Thousand Dollars and No Cents (\$5,200,000.00) plus WSST. TSD will be responsible for providing funding, administering and tracking all costs associated with the Project, including costs associated with designing, permitting and completing these improvements.

7. Maintenance and Management

A. MPT agrees to manage and maintain the Project Site once construction is complete which shall be documented in a separate agreement executed by the Parties at the time the Project improvements have been completed.

B. TSD may at its discretion conduct additional warranty appropriate maintenance related to practices or game related needs such as specific field raking, cleaning, installing bases and moving mobile nets.

C. MPT will manage scheduling of the Project Site sports fields which shall be documented in a separate agreement executed by the Parties at the time the Project improvements have been completed. MPT agrees to provide to TSD reasonable use of the Project Site and its improvements and reasonable opportunities for TSD to schedule activities at the Project Site.

8. Ownership.

A. MPT is the owner of the Project Site and will be the owner of the Project improvements. MPT agrees it shall not lease, sell, convey, or transfer any interest in the Project site without TSD's prior written consent, which shall not be unreasonably withheld so long as reasonable TSD use is maintained for 10 years after construction is complete.

B. TSD may provide signage at the Project Site as part of the overall park design to be bid. This signage will specify that it is a TPS Ballfield in addition to MPT ownership, what the Project Site is named and that animals are not allowed on the Project Site.

C. TSD may also install TPS/Stadium HS logos and/or graphics on the baseball field surface, backstop area, scoreboard or general signs on the Project Site subject to MPT approval as to the sign and sign location, which will not unreasonably be withheld.

D. The rights and obligations in this Agreement shall be enforceable for a period of ten (10) years after the Project is completed after which time the Parties obligations under this Agreement shall expire.

E. The obligations specified in this section shall be recorded in a Covenant substantially in the form attached as **Exhibit C** hereto.

F. TSD will provide MPT all M&O manuals and warranties, from construction, in electronic format at the time of completion of construction of the Project.

G. Manufacturer recommended maintenance schedules for the Project improvements will be provided to MPT at the time of completion of construction of the Project. MPT will provide security and maintenance of the Project improvements except to the extent any damage is caused by TSD or a TSD event as specified in a separate agreement.

H. MPT will provide TSD a key or authorization to “daisy chain” gates needed to access the Project Site.

9. Indemnification.

A. TSD agrees to indemnify and hold harmless MPT, its officials, officers, agents, employees, volunteers, and representatives, from, and shall defend at its sole expense, against any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and costs arising out of or occasioned by TSD’s negligence or wrongful conduct in fulfillment of its obligations pursuant to this Agreement. In the event of recovery due to the aforementioned circumstances, TSD shall pay any judgment or lien arising therefrom, including any and all costs as part thereof.

B. MPT agrees to indemnify and hold harmless TSD, its officials, officers, agents, employees, volunteers, and representatives, from, and shall defend at its sole expense, against any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and costs arising out of or occasioned by MPT’s negligence or wrongful conduct in fulfillment of its obligations pursuant to this Agreement. In the event of recovery due to the aforementioned circumstances, MPT shall pay any judgment or lien arising therefrom, including any and all costs as part thereof.

C. The foregoing obligations shall survive termination or expiration of this Agreement.

10. No Waiver. No failure by either party to insist upon the performance of any of the terms of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any of the terms of this Agreement. None of the terms of this Agreement to be kept, observed, or performed by either party, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by the injured party. No waiver of any breach shall affect or alter this Agreement, but each of the terms of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. No waiver of any default of the defaulting party hereunder shall be implied from any omission by the injured party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers by the injured party shall not be construed as a waiver of a subsequent breach of the same covenant, term, or conditions.

11. Dispute Resolution. In the event of a dispute between MPT and TSD arising out of or relating to this Agreement, MPT’s Executive Director and TSD’s Superintendent or their designated representatives shall review such dispute and options for resolution. If the dispute cannot be resolved by MPT’s Executive Director and TSD’s Superintendent, the dispute may be submitted to mediation, and if still not resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

12. Enforcement, Interpretation, Venue. The laws of the State of Washington shall govern the validity, performance, interpretation, and enforcement of this Agreement. Should either party institute

arbitration for enforcement or interpretation of any provision contained herein, the venue of such arbitration shall be in Pierce County, Washington. The prevailing party in any arbitration or litigation arising out of this Agreement shall be entitled to its reasonable attorney's fees, costs, and expert witness fees.

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

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

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

16. Filing. By its signature below, each party confirms it approves of and is authorized to enter into this Agreement pursuant to RCW 39.34.080. A copy of this Interlocal Agreement shall be filed with the Pierce County Auditor pursuant to chapter 39.34 RCW. Alternatively, a copy of this Interlocal Agreement may be listed by subject on the TSD's and MPT's website or other electronically retrievable public source.

17. Notices. All notices which may be or are requested to be given pursuant to this Agreement shall be deemed given when personally delivered, or when deposited in the United States Mail, postage prepaid, and marked registered or certified mail, return receipt requested, and addressed to the Parties at the following addresses unless otherwise provided for herein

To TSD: Morris Aldridge, Executive Director of Planning and Construction
Tacoma Public Schools
3223 S Union Ave
Tacoma, WA 98409
maldrid@tacoma.k12.wa.us
253-571-3329

To MPT: Hollie Rogge, Deputy Director of Parks
Metro Parks Tacoma
4702 S. 19th Street
Tacoma, WA 98405
hollie.rogge@tacomaparks.com
253-305-1054

Either party may change the address to which notices shall be sent by notice to the other party.

18. Confirmation of Authority. By its signature below, each party confirms it approves of and is authorized to enter into this Agreement pursuant to RCW 39.34.080. Nothing in this agreement is intended to nor should be construed as creating a partnership between TSD and MPT.

This Agreement shall be effective as of the date set forth above, and if no date is set forth above, the last date entered below by the signatories.

**METROPOLITAN PARK DISTRICT
OF TACOMA**

TACOMA SCHOOL DISTRICT NO. 10

By: _____
Shon Sylvia, Executive Director
By Direction of the Park Board in
an Open Meeting on _____, 2024.
Date: _____

By: _____
Joshua J. Garcia, Superintendent
By Direction of the School Board in
an Open Meeting on _____, 2024.
Date: _____

Exhibit A

Conceptual Site Plan Depiction of the Peck Community Sports Park Project



Exhibit B

Peck Community Sports Park Project Budget

Exhibit C
Covenant

AFTER RECORDING MAIL TO:

MARK R. ROBERTS
ROBERTS JOHNS & HEMPHILL, PLLC
7525 Pioneer Way, Suite 202
Gig Harbor, WA 98335

Document Title: Covenant
Grantor: Metropolitan Park District of Tacoma
Grantee: Tacoma School District No. 10
Abbr. Legal: A portion of the southeast corner of parcel #0320064100
Parcel Number: 0320064100

COVENANT

THIS COVENANT is made and entered into this _____ day of _____, _____, by and between the Tacoma School District No. 10, a Washington municipal corporation (“TSD”) and the Metropolitan Park District of Tacoma, a Washington municipal corporation (“MPT”) (collectively the “Parties) for the purposes described herein. The Parties agree as follows:

1. MPT is the owner of and vested with the authority to control and manage Peck Community Sports Park wherein a playground, sports field and common area is situated as depicted on Exhibit “A”. The Peck Community Sports Park is located at 1425 S. State St, Tacoma, WA 98405 and the entire parcel is legally described as follows:

Section 06 Township 20 Range 03 Quarter 41 BEG NW COR B 32 ORCHARDS SUPPL 2ND ADD TH N ALG E LI S STATE ST PROJECTED 160 FT M/L TO PT 11 FT S OF S LI J S HOWELL & SONS 3RD ADD TH E ALG A LI 11 FT S & PAR/W S LI SD ADD 576.16 FT TO PT ON W LI SPRAGUE ST TH S 160 FT M/L TO PT 110 RODS N OF SE COR OF SEC TH W TO BEG ALSO BEG 36.26 FT N OF NW COR L 11 B 31 ORCHARDS SUPPL 2ND ADD TH E TO A PT 37.07 FT N OF NE COR L 1 B 31 SD ADD TH N TO A PT 11 FT S OF S LI J S HOWELL & SONS 3RD ADD TH W 260.84 FT TO PT N OF BEG TH S ALG E LI TRAFTON ST TO BEG ALSO BEG 35.21 FT N OF NW COR L 26 B 31 ORCHARDS SUPPL 2ND ADD TH N 123.79 FT TH E TO W LI TRAFTON ST TH S TO A PT E OF BEG TH W TO BEG ALSO BEG 80 RODS N OF SE COR SEC TH W 26 2/3 RODS N 30 RODS E 26 2/3 RDS S 30 RODS TO BEG LESS .47 AC P T CO R/W & .56 AC 15TH ST LESS THAT PART LY S OF S 15TH ST ALSO FRAC OF L 1, L 2 THRU 8 B 28 & FRAC OF L 1, L 2 THRU 8 B 30 & FRAC OF L 1, L 2 THRU 8 B 32 TOG/W VAC (PECK FLD) ORCHARDS SUPL TO 2ND ADD EXC RDS OUT OF 4-017, 4-021, 655025-016-0, 030-0, 043-0 SEG 2011-0394 JP 5/24/11 JP

Pierce County Tax Parcel No. 0320064100

This Covenant only applies to the Peck Community Sports Park Multipurpose Field Project Space located within the southeast corner of the MPT Peck Community Sports Park as depicted on Exhibit "A" and is defined as the "Project Site" (hereinafter referred to also as the "Peck Sports Park Project.")

2. TSD constructed and funded upgrades at the Peck Sports Park Project, including consideration of a multipurpose sports field, and related amenities, for which MPT contributed the use of the Project Site for 10 years and also \$460,000.00 for construction of the improvements pursuant to the Interlocal Agreement by and between the Tacoma School District No. 10 and the Metropolitan Park District of Tacoma – Peck Community Sports Park Project dated effective June ____, 2024, (the "Interlocal Agreement for the Peck Sports Park Project").

3. Pursuant to the Interlocal Agreement for the Peck Community Sports Park Multipurpose Field Project, the Parties agreed to execute and record this Covenant. Therefore, the Metropolitan Parks District hereby grants, covenants and agrees to allow public access to the Project Site consistent with TSD policy, MPT policy, the Interlocal Agreement No. _____ dated June ____, 2024 between the School District and MPT, and applicable law. The Peck Sports Park Project hours will be aligned with standard MPT hours except for being committed to TSD use when mutually agreed between MPT and TSD. The Peck Sports Park Project will be open for community use and will align with Metro Parks hours except during school-related events previously scheduled by TSD with MPT.

4. The reasonable and safe lifespan of the improvements constructed pursuant to the Interlocal Agreement for the Peck Community Sports Park Project is approximately ten (10) years. Therefore, TSD's rights herein shall expire and terminate ten years after the completion of construction, at which time this Covenant shall have no further force or effect. Upon expiration, TSD agrees to execute such document(s) as MPT may reasonably request for recording to confirm the expiration. However, TSD and MPT have a long and mutually beneficial relationship and expect to continue a cooperative undertaking on this site for mutual and community benefit subject to a future agreement.

5. In the event the MPT wishes to sell or transfer ownership of the Project Site prior to the date this covenant expires or if the entirety of the Project Site cannot be used for its intended purpose due to the sole fault of MPT, then MPT agrees it will provide substantially similar replacement property and amenities to the Project Site for TSD's use, subject to the terms of this Covenant. This similarity in replacement property refers to the size, geographic location and condition at the time immediately prior to the Project Site is sold or no longer useable for its intended purpose due to the sole fault of MPT.

6. This is a covenant running with the land and shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, representatives, successors, and assigns, except as provided in paragraphs 4 and 5 above.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in their respective names all as of the date first above written.

Tacoma School District No. 10

Metropolitan Park District of Tacoma

By: _____

Joshua J. Garcia
Superintendent

Dated: _____

By: _____

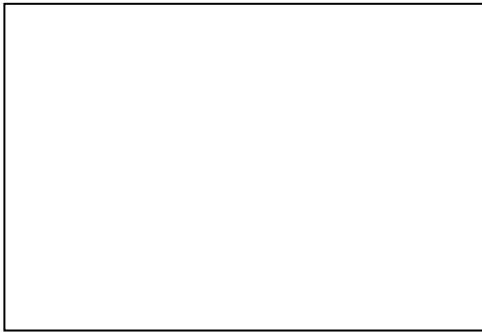
Shon Sylvia
Executive Director

Dated: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Joshua J. Garcia is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Superintendent of Tacoma School District No. 10, to be the free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2025.



_____(Name)

NOTARY PUBLIC in and for the State of Washington

residing at:_____

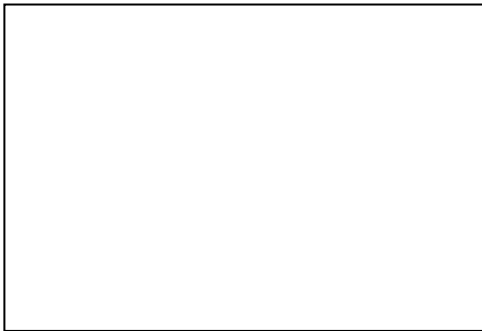
My Commission Expires:_____

Notary Seal

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Shon Sylvia is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director of the METROPOLITAN PARK DISTRICT OF TACOMA, to be the free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____, 2025.



_____(Name)

NOTARY PUBLIC in and for the State of Washington

residing at:_____

My Commission Expires:_____

Notary Seal