

**METROPOLITAN PARK DISTRICT  
OF TACOMA**



**AGENDA**

**August 26, 2024**

**6:00 P.M.**

**Metro Parks Headquarters**

**4702 S 19<sup>th</sup> St.**

**Tacoma, WA 98405**

Join Remotely

Via Telephone: 1-253-215-8782

Enter Meeting ID: 846 6196 4098

Participant ID: no ID needed just press #

Join Zoom Meeting

<https://metroparkstacoma-org.zoom.us/j/84661964098>

MEETINGS ARE RECORDED  
AND MAY BE HEARD UPON REQUEST

**COMMISSIONERS**

**ANDREA SMITH, PRESIDENT**

**TIM REID, CLERK**

**AARON POINTER**

**ROSIE AYALA**

**MATTHEW MAUER**

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

**LAND ACKNOWLEDGEMENT**

**ROLL CALL**

**FLAG SALUTE**

**SPECIAL PRESENTATIONS**

**PRESIDENT'S REPORT**

**STANDING COMMITTEE & COMMISSION REPORTS**

**EXECUTIVE DIRECTOR'S REPORT**

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"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 4 p.m. on August 26, 2024 by e-mailing them to [jenniferb@tacomaparks.com](mailto: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 4 p.m. on August 12, 2024. Verbal comments will also be allowed during the meeting both in-person and remotely. 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**

(5-8) MINUTES OF THE AUGUST 12, 2024 REGULAR BOARD MEETING

**CONSENT AGENDA**

(9-18) **RESOLUTION NO. C53-24:** APPROVAL OF QUARTERLY FINANCIAL REPORTS FOR PERIOD JANUARY 1, 2024, THROUGH JUNE 30, 2024  
(Contact: Tania Wink, Chief Financial & Administrative Officer)

**REGULAR AGENDA**

**PURCHASING RESOLUTIONS**

*(Requiring one reading for adoption)*

**PUBLIC WORKS PURCHASING RESOLUTIONS**

*(Requiring one reading for adoption)*

**SINGLE READING RESOLUTION**

*(Requiring one reading for adoption)*

(19-40) **RESOLUTION NO. R54-24:** APPROVING THE TACOMA PUBLIC SCHOOLS MASTER INTERLOCAL AGREEMENT  
(Contact: Hunter George, Policy & Government Relations Officer)

**FIRST READINGS:**

*(Requiring two readings for adoption)*

**SECOND READING RESOLUTIONS**

*(Requiring two readings for adoption)*

(41-46) **RESOLUTION NO. RR41-24:** SURPLUS AND SALE OF REAL PROPERTY AT SOUTH END RECREATION AREA (SERA) TO THE CITY OF TACOMA FOR FUTURE CONSTRUCTION OF FIRE STATION #7  
(Contact: Debbie Russell, Director of Business Administration & Planning)

**UNFINISHED BUSINESS**

**NEW BUSINESS**

**BOARD COMMENTS**

**ADJOURNMENT**

**UPCOMING BOARD MEETINGS**

August 28, 2024	Capital Improvement Committee	5:00 PM	District Headquarters
September 9, 2024	Regular Park Board Meeting	6:00 PM	District Headquarters
September 11, 2024	Capital Improvement Committee	5:00 PM	District Headquarters
September 16, 2024	Committee of the Whole	5:30 PM	District Headquarters

\*Remote Option meeting details can be found on the Metro Parks Website [www.metroparkstacoma.org](http://www.metroparkstacoma.org)

\*Committee Meetings are subject to change - please check the Metro Parks Website, [www.metroparkstacoma.org](http://www.metroparkstacoma.org) for the most up to date meeting schedules.





**MINUTES OF REGULAR MEETING  
BOARD OF PARK COMMISSIONERS  
August 12, 2024**

PRESENT: Andrea Smith, President  
Aaron Pointer, Acting Clerk  
Rosie Ayala  
EXCUSED: Tim Reid  
Matthew Mauer

IN THE CHAIR: Andrea Smith

PLACE: Metro Parks Tacoma District Headquarters, 4702 S. 19<sup>th</sup> St, Tacoma WA 98405

**STUDY SESSION PARKS SAFETY UPDATE**

Mark Knowlden spoke briefly about the effort and success of the Park Guide Program. Daniel Mero was introduced and reminded the Board on the 3-tiered approach to safety and security in the District. Mr. Mero then commented on the responsibilities of each- Park Guides, contracted security and law enforcement. Daniel Mero commented that the Park Guides primary function is proactive policy education and to respond to and represent MPT at incidents on park grounds. He then commented that contracted security role includes the locking of gates and restrooms across the District, responding to incidents and gaining voluntary compliance from guests in violation of park code. The third tier is comprised of commissioned officers who take care of emergency services and ordinance enforcement.

Mr. Mero then reviewed several graphs and GIS data commenting on analysis that is showing some gains in complacency due to the presence of Park Guides and the tiered approaches to the safety in parks. He also highlighted how the Park Guides have used their relationship building and knowledge of the parks to improve safety and security as well as continuing to grow and develop with, outreach to individuals experiencing homelessness in our parks.

Mr. Mero concluded the presentation by acknowledging the Park Guides and thanking the Board for the opportunity to engage in this work.

**REGULAR MEETING**

The regular meeting of the Metropolitan Park District Board of Park Commissioners was called to order at 6:00 p.m. President Smith read a land acknowledgement.

It was moved and seconded to excuse Commissioners Reid and Mauer from the meeting and passed unanimously.

Commissioner Ayala was appointed as acting clerk as Commissioner Reid was excused.

**SPECIAL PRESENTATIONS** None

**PRESIDENTS REPORT**

President Smith commented positively on her recent visit to Kandle Pool.

**STANDING COMMITTEE AND COUNCIL REPORTS****Joint Municipal Action Committee (JMAC)**

Commissioners Ayala and Smith commented that agenda items at last week's meeting included Strategic Plan Update from MPT, along with CEO report-outs on agency long-range plans, and a Summer Late Night update.

**EXECUTIVE DIRECTOR'S REPORT**

Debbie Russell sitting in for Shon Sylvia, commented on the following:

- A Board COW is scheduled for August 19, 2024.
- Staff is preparing an emergency declaration related to the failed boilers at Norpoint.
- APCC has given Korsmo Construction notice to proceed on their new center.
- A CIC meeting is scheduled for Wednesday, August 14, 2024.

**COMMUNITY COMMENTS**

Written comment was received from Heidi Stephens in opposition to surplus and sale of property to the City for a future Fire Station #7.

Gwen O'Rourke commented on the community center members concerns related to lack of a water exercise instructor as well as some maintenance issues in the pool and locker rooms.

Tresa Evans commented that her car was recently locked in a park lot after dusk, but noted the chain was loose and she was able to exit the lot.

**MINUTES OF THE JULY 22, 2024 REGULAR BOARD MEETING**

Commissioner Pointer moved to adopt the minutes as presented; seconded by Commissioner Ayala and passed on a vote of 3-0 (Commissioners Reid & Mauer being excused).

**CONSENT AGENDA**

**RESOLUTION NO. C50-24:** APPROVAL OF WARRANTS CLAIM FUND FOR JULY 2024

**RESOLUTION NO. C51-24:** APPOINTING CHRIS DAVIS, ISAAC THOMAS, AND KATELYNN HAAS TO THE ACTIVE LIFESTYLES & COMMUNITY WELLNESS ADVISORY COUNCIL

**RESOLUTION NO. C52-24:** PDZA PACIFIC SEAS AQUARIUM (PSA) BAJA BAY EXHIBIT REPAIRS PROJECT NO. J2022-36 FINAL ACCEPTANCE TO PEASE CONSTRUCTION, INC.

Commissioner Pointer moved to adopt the consent agenda as presented; seconded by Commissioner Ayala and passed on a vote of 3-0 (Commissioners Reid & Mauer being excused).

Commissioner Pointer recognized and thanked new members appointed to the advisory council.

**PURCHASING RESOLUTIONS** None

**PUBLIC WORKS PURCHASING RESOLUTIONS** None

**SINGLE READING RESOLUTIONS**

**RESOLUTION NO. R52-24:** METRO PARKS TACOMA / TACOMA PUBLIC SCHOOLS INTERLOCAL AGREEMENTS FOR FIVE (5) COMMUNITY SCHOOLYARDS (REED, STAFFORD, MANN, WHITMAN AND LARCHMONT)

Commissioner Pointer moved to adopt the resolution; seconded by Commissioner Ayala.

Marty Stump commented that this resolution was discussed at the last CIC meeting. Mr. Stump stated that this authorizes the form of ILAs between Metro Parks Tacoma and Tacoma School District for the joint development and operation of five new Community Schoolyards located at Reed, Stafford, Mann, Whitman and Larchmont Elementaries to support the construction and maintenance of each project. This also authorizes the Executive Director to enter into the necessary agreements with TSD, the execution of the agreements and appropriation of \$250,000 each from the 2014 UTGO Bond Funds to support the construction of the projects, Mann, Whitman and Larchmont.

President Smith commented that she is pleased to see the community using these spaces.

Being no additional comments, the question was called and the resolution passed on a vote of 3-0 (Commissioners Reid & Mauer being excused).

**SECOND READINGS RESOLUTIONS** None

**FIRST READING RESOLUTIONS** None

**NEW BUSINESS**

METRO PARKS TACOMA/ TACOMA PUBLIC SCHOOLS MASTER AGREEMENT

Hunter George commented that this Master Interlocal Agreement serves as the parent agreement between the two agencies.

Mr. George commented that Metro Parks and Tacoma Public Schools (TPS) first signed a master ILA in 2001, and a new version followed in 2013. He noted that last year, that 10-year Agreement was rolled over for one year to allow more time for discussion. The Agreement expires August 31, 2024. Mr. George stated the Tacoma School Board is scheduled to vote on the updated Agreement on August 22<sup>nd</sup>.

Mr. George commented that this master agreement sets the structure for the inter-agency partnership. It sets these overarching goals which include:

- Encourage joint use of facilities, grounds and staff for recreation and educational programming.
- Expand joint and cooperative capital ventures.
- Maximize use of public facilities and properties for community benefit.

Mr. George noted that more discussion on this agreement is scheduled for the August 19, 2024 COW meeting.

**UNFINISHED BUSINESS** None

**BOARD COMMENTS**

President Smith invited Alan Varsik to comment on the recent passing of Suki the elephant.

**ADJOURN**

Being no further business, the meeting was adjourned at 6:35p.m.

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President

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Clerk

Submitted by: Jennifer Bowman, Board Secretary



**METROPOLITAN PARK DISTRICT OF TACOMA**

**RESOLUTION NO. C53-24**

**APPROVAL OF QUARTERLY FINANCIAL REPORTS FOR PERIOD  
JANUARY 1, 2024, THROUGH JUNE 30, 2024**

WHEREAS, the Board of Park Commissioners approved, appropriated, and adopted the 2023-2024 Biennial Budget in Resolution No. RR 105-22, dated December 12, 2022, to meet public expenses, bond retirement, interest and operational expenses for the biennium ending December 31, 2024; and

WHEREAS, the Chief Financial & Administrative Officer, on August 26, 2024, submitted the Quarterly Financial Reports for period January 1, 2024, through June 30, 2024, to the Board of Park Commissioners of the Metropolitan Park District of Tacoma; and

WHEREAS, the Board of Park Commissioners of the Metropolitan Park District of Tacoma has received and reviewed the Quarterly Financial Reports for period January 1, 2024, through June 30, 2024; Now, therefore, be it

RESOLVED by the Board of Park Commissioners of the Metropolitan Park District of Tacoma hereby approves the Quarterly Financial Reports for period January 1, 2024, through June 30, 2024, as presented in the form before the Board.

The foregoing resolution was adopted by the Board of Commissioners of the Metropolitan Park District of Tacoma at a meeting held on \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Clerk

**Metro Parks Tacoma  
Quarterly Financial Report  
General Fund Operating  
As of June 30, 2024**

General Fund Operating							
	2023-2024 Biennium Budget	2023 Final Actuals	2024 Budget	Q1 Actuals	Q2 Actuals	YTD Actual	% of Budget
<b>Revenues (Sources)</b>							
Property Tax	35,715,576	32,966,312	34,088,153	1,224,987	15,631,252	16,856,239	49.4%
Sales Tax	31,661,788	2,913,173	3,177,236	688,460	491,638	1,180,098	37.1%
Intergovt. Revenue	6,261,932	1,750,000	557,625	-	-	-	0.0%
Grants	1,467,013	184,645	42,750	24,111	69,231	93,342	218.3%
City of Tac Subsidy/Shared Costs	91,986	5,402,644	3,635,112	1,155,457	950,370	2,105,827	57.9%
Donations - Private	7,181,370	36,492	24,950	5,861	5,777	11,638	46.6%
Donations - Foundations	49,875	617,214	2,531,200	-	459,292	459,292	18.1%
Earned Revenue	5,062,400	6,562,531	8,955,955	2,724,176	3,307,694	6,031,870	67.4%
Other Revenue	16,542,570	722,268	11,100	146,218	284,850	431,068	3883.5%
Transfers-In	1,065,524	198,739	543,120	-	58,300	58,300	10.7%
<b>Total Revenues</b>	<b>105,100,034</b>	<b>51,354,018</b>	<b>53,567,201</b>	<b>5,969,270</b>	<b>21,258,403</b>	<b>27,227,673</b>	<b>50.8%</b>
<b>Expenditures (Uses)</b>							
Salaries & Benefits	65,056,063	28,990,970	33,570,638	8,642,899	9,165,993	17,808,892	53.0%
Materials & Supplies	5,610,168	2,566,157	2,679,790	549,319	682,834	1,232,153	46.0%
Services & Charges	23,355,709	11,431,702	11,829,814	2,895,861	2,335,602	5,231,463	44.2%
Intergovernmental Charges	498,081	192,072	112,125	22,460	32,159	54,619	48.7%
Transfers Out/Capital Outlay	242,152	635,728	99,652	37,027	213,831	250,858	0.0%
Debt Services	-	-	-	-	-	-	
Operating Reserve	8,064,012	-	4,032,006	-	-	-	
<b>Total Expenditures</b>	<b>102,826,185</b>	<b>43,816,629</b>	<b>53,567,201</b>	<b>12,147,566</b>	<b>12,430,419</b>	<b>24,577,985</b>	<b>47.0%</b>



**Metro Parks Tacoma**  
**Quarterly Financial Report**  
**Office of the Executive Director**  
**As of June 30, 2024**

**General Fund Operating - Office of the Executive Director**

	2023-2024 Biennium Budget	2023 Final Actuals	2024 Budget	Q1 Actuals	Q2 Actuals	YTD Actual	% of Budget
<b>Revenues (Sources)</b>							
Property Tax	15,803,690	7,066,573	8,780,485	259,962	3,337,971	3,597,933	41.0%
Sales Tax	-	-	-	-	-	-	
Intergovt. Revenue	-	-	-	-	-	-	
Grants	-	-	-	-	-	-	
City of Tac Subsidy/Shared Costs	-	-	-	-	-	-	
Donations - Private	-	15,000	-	-	-	-	
Donations - Foundations	-	-	-	-	-	-	
Earned Revenue	-	-	-	-	-	-	
Other Revenue	-	-	-	-	-	-	
Transfers-In	-	-	-	-	-	-	
<b>Total Revenues</b>	<b>15,803,690</b>	<b>7,081,573</b>	<b>8,780,485</b>	<b>259,962</b>	<b>3,337,971</b>	<b>3,597,933</b>	<b>41.0%</b>
<b>Expenditures (Uses)</b>							
Salaries & Benefits	2,077,041	1,000,136	1,059,128	267,785	254,741	522,526	49.3%
Materials & Supplies	27,800	25,585	12,800	28,946	9,352	38,298	299.2%
Services & Charges	3,082,986	479,357	1,522,543	62,505	169,854	232,359	15.3%
Intergovernmental Charges	278,000	91,354	-	-	-	-	
Transfers Out/Capital Outlay	-	380,000	-	-	-	-	
Debt Services	-	-	-	-	-	-	
Operating Reserve	8,064,012	-	4,032,006	-	-	-	
<b>Total Expenditures</b>	<b>13,529,839</b>	<b>1,976,432</b>	<b>5,091,134</b>	<b>359,236</b>	<b>433,947</b>	<b>793,183</b>	<b>12.0%</b>



**Metro Parks Tacoma**  
**Quarterly Financial Report**  
**Business Administration & Planning**  
**As of June 30, 2024**

**General Fund Operating - Business Administration & Planning**

	2023-2024 Biennium Budget	2023 Final Actuals	2024 Budget	Q1 Actuals	Q2 Actuals	YTD Actual	% of Budget
<b>Revenues (Sources)</b>							
Property Tax	19,911,886	10,491,479	9,159,467	390,896	4,979,557	5,370,453	58.6%
Sales Tax	-	-	-	-	-	-	
Intergovt. Revenue	-	-	-	-	-	-	
Grants	-	-	-	-	-	-	
City of Tac Subsidy/Shared Costs	-	-	-	-	-	-	
Donations - Private	-	-	-	-	-	-	
Donations - Foundations	-	50,000	-	-	-	-	
Earned Revenue	-	-	-	-	-	-	
Other Revenue	21,600	12,712	11,100	79	3,675	3,754	33.8%
Transfers-In	1,065,524	-	543,120	-	-	-	0.0%
<b>Total Revenues</b>	<b>20,999,010</b>	<b>10,554,191</b>	<b>9,713,687</b>	<b>390,975</b>	<b>4,983,232</b>	<b>5,374,207</b>	<b>55.3%</b>
<b>Expenditures (Uses)</b>							
Salaries & Benefits	13,127,221	5,500,420	6,843,044	1,793,334	1,843,392	3,636,726	53.1%
Materials & Supplies	596,027	165,631	184,867	28,685	21,547	50,232	27.2%
Services & Charges	7,275,162	3,089,600	3,709,848	1,524,074	413,754	1,937,828	52.2%
Intergovernmental Charges	600	3,111	300	2,000	20	2,020	
Transfers Out/Capital Outlay	-	229,972	-	1,717	104,945	106,662	
Debt Services	-	-	-	-	-	-	
Operating Reserve	-	-	-	-	-	-	
<b>Total Expenditures</b>	<b>20,999,010</b>	<b>8,988,734</b>	<b>10,738,059</b>	<b>3,349,810</b>	<b>2,383,658</b>	<b>5,733,468</b>	<b>53.4%</b>



**Metro Parks Tacoma**  
**Quarterly Financial Report**  
**Parks & Recreation - General Fund**  
**As of June 30, 2024**

**General Fund Operating - Parks & Recreation Department**

	2023-2024 Biennium Budget	2023 Final Actuals	2024 Budget	Q1 Actuals	Q2 Actuals	YTD Actual	% of Budget
<b>Revenues (Sources)</b>							
Property Tax		15,408,260	16,148,201	574,129	7,313,724	7,887,853	48.8%
Sales Tax	31,661,788	2,913,173	3,177,236	688,460	491,638	1,180,098	37.1%
Intergovt. Revenue	6,261,932	1,750,000	557,625	-	-	-	0.0%
Grants	1,467,013	184,645	42,750	24,111	69,231	93,342	218.3%
City of Tacoma Subsidy/Shared Costs	91,986	5,402,644	3,635,112	1,155,457	950,370	2,105,827	57.9%
Donations - Private	7,181,370	21,492	24,950	5,861	5,777	11,638	46.6%
Donations - Foundations	49,875	567,214	2,531,200	-	459,292	459,292	18.1%
Earned Revenue	5,062,400	6,562,531	8,955,955	2,724,176	3,307,694	6,031,870	67.4%
Other Revenue	16,520,970	709,556	-	146,139	281,175	427,314	
Transfers-In	-	198,739	-	-	58,300	58,300	
<b>Total Revenues</b>	<b>68,297,334</b>	<b>33,718,254</b>	<b>35,073,029</b>	<b>5,318,333</b>	<b>12,937,200</b>	<b>18,255,533</b>	<b>52.1%</b>
<b>Expenditures (Uses)</b>							
Salaries & Benefits	49,851,801	22,490,414	25,668,466	6,581,780	7,067,860	13,649,640	53.2%
Materials & Supplies	4,986,341	2,374,941	2,482,123	491,688	651,935	1,143,623	46.1%
Services & Charges	12,997,561	7,862,745	6,597,423	1,309,282	1,751,994	3,061,276	46.4%
Intergovernmental Charges	219,481	97,607	111,825	20,460	32,139	52,599	47.0%
Transfers Out/Capital Outlay	242,152	25,756	99,652	35,310	108,886	144,196	144.7%
Debt Services	-	-	-	-	-	-	
Operating Reserve	-	-	-	-	-	-	
<b>Total Expenditures</b>	<b>68,297,336</b>	<b>32,851,463</b>	<b>34,959,489</b>	<b>8,438,520</b>	<b>9,612,814</b>	<b>18,051,334</b>	<b>51.6%</b>



**Metro Parks Tacoma**  
**Quarterly Financial Report**  
**Parks & Recreation GF Divisions**  
**As of June 30, 2024**

**Community Parks, Rec. Programs & Administration**

	2023-2024 Biennium Budget	2023 Final Actuals	2024 Budget	Q1 Actuals	Q2 Actuals	YTD Actual	% of Budget
<b>Revenues (Sources)</b>							
Property Tax	31,661,788	15,408,260	16,148,201	574,129	7,313,724	7,887,853	48.8%
Sales Tax	-	-	-	-	-	-	
Intergovt. Revenue	1,105,225	1,750,000	557,625	-	-	-	0.0%
Grants	81,986	184,645	42,750	24,111	69,231	93,342	218.3%
City of Tac Subsidy/Shared Costs	2,851,974	2,635,843	1,438,428	503,559	430,608	934,167	64.9%
Donations - Private	2,675	4,145	1,350	530	913	1,443	106.9%
Donations - Foundations	4,182,400	547,510	2,091,200	-	454,123	454,123	21.7%
Earned Revenue	12,451,214	5,523,267	6,625,898	2,402,016	2,810,549	5,212,565	78.7%
Other Revenue	-	89,759	-	146,203	280,209	426,412	
Transfers-In	-	178,699	-	-	58,300	58,300	
<b>Total Revenues</b>	<b>52,337,262</b>	<b>26,322,128</b>	<b>26,905,452</b>	<b>3,650,548</b>	<b>11,417,656</b>	<b>15,068,204</b>	<b>56.0%</b>
<b>Expenditures (Uses)</b>							
Salaries & Benefits	38,414,680	17,351,998	19,775,577	5,330,424	5,614,843	10,945,267	55.3%
Materials & Supplies	4,011,459	1,949,788	1,993,545	422,568	501,730	924,298	46.4%
Services & Charges	9,614,983	5,838,039	4,890,373	950,170	1,347,841	2,298,011	47.0%
Intergovernmental Charges	181,988	84,609	92,765	17,494	26,924	44,418	47.9%
Transfers Out/Capital Outlay	114,152	20,227	39,652	-	33,282	33,282	83.9%
Debt Services	-	-	-	-	-	-	
Operating Reserve	-	-	-	-	-	-	
<b>Total Expenditures</b>	<b>52,337,262</b>	<b>25,244,661</b>	<b>26,791,912</b>	<b>6,720,656</b>	<b>7,524,620</b>	<b>14,245,276</b>	<b>53.2%</b>

**Regional Parks**

	2023-2024 Biennium Budget	2023 FY Actuals	2024 Budget	Q1 Actuals	Q2 Actuals	YTD Actual	% of Budget
<b>Revenues (Sources)</b>							
Property Tax	-	-	-	-	-	-	
Sales Tax	6,261,932	2,913,173	3,177,236	688,460	491,638	1,180,098	37.1%
Intergovt. Revenue	361,788	-	-	-	-	-	
Grants	10,000	-	-	-	-	-	
City of Tacoma Subsidy/Shared Costs	4,329,396	2,766,801	2,196,684	651,898	519,762	1,171,660	53.3%
Donations - Private	47,200	17,347	23,600	5,331	4,864	10,195	43.2%
Donations - Foundations	880,000	19,704	440,000	-	5,169	5,169	1.2%
Earned Revenue	4,069,756	1,039,264	2,330,057	322,160	497,145	819,305	35.2%
Other Revenue	-	619,797	-	(64)	966	902	
Transfers-In	-	20,040	-	-	-	-	
<b>Total Revenues</b>	<b>15,960,072</b>	<b>7,396,126</b>	<b>8,167,577</b>	<b>1,667,785</b>	<b>1,519,544</b>	<b>3,187,329</b>	<b>39.0%</b>
<b>Expenditures (Uses)</b>							
Salaries & Benefits	11,437,121	5,138,416	5,892,889	1,251,356	1,453,017	2,704,373	45.9%
Materials & Supplies	974,882	425,153	488,578	69,120	150,205	219,325	44.9%
Services & Charges	3,382,578	2,024,706	1,707,050	359,112	404,153	763,265	44.7%
Intergovernmental Charges	37,493	12,998	19,060	2,966	5,215	8,181	42.9%
Transfers Out/Capital Outlay	128,000	5,529	60,000	35,310	75,604	110,914	184.9%
Debt Services	-	-	-	-	-	-	
Operating Reserve	-	-	-	-	-	-	
<b>Total Expenditures</b>	<b>15,960,074</b>	<b>7,606,802</b>	<b>8,167,577</b>	<b>1,717,864</b>	<b>2,088,194</b>	<b>3,806,058</b>	<b>46.6%</b>



**Metro Parks Tacoma**  
**Quarterly Financial Report**  
**Parks & Recreation Enterprise Funds**  
**As of June 30, 2024**

**Point Defiance Marina (401)**

	2023-2024 Biennium Budget	2023 Final Actuals	2024 Budget	Q1 Actuals	Q2 Actuals	YTD Actual	% of Budget
<b>Revenues (Sources)</b>							
Sales Tax	-	-	-	-	-	-	
Intergovt. Revenue	-	-	-	-	-	-	
Grants	-	-	-	-	-	-	
City of Tac Subsidy/Shared Costs	-	-	-	-	-	-	
Donations - Private	-	-	-	-	-	-	
Donations - Foundations	-	608	-	-	-	-	
Earned Revenue	2,961,192	1,364,917	1,525,720	212,220	425,991	638,211	41.8%
Other Revenue	-	225,684	-	1,500	27,168	28,668	
Transfers-In	-	-	-	-	-	-	
<b>Total Revenues</b>	<b>2,961,192</b>	<b>1,591,209</b>	<b>1,525,720</b>	<b>213,720</b>	<b>453,159</b>	<b>666,879</b>	<b>43.7%</b>
<b>Expenditures (Uses)</b>							
Salaries & Benefits	1,767,698	489,470	868,773	163,402	195,203	358,605	41.3%
Materials & Supplies	1,031,158	601,005	526,998	77,505	162,420	239,925	45.5%
Services & Charges	539,759	359,617	227,602	176,732	31,401	208,133	91.4%
Intergovernmental Charges	42,796	19,841	23,000	10,738	11,413	22,151	96.3%
Transfers Out/Capital Outlay	-	45,521	-	-	-	-	
Debt Services	-	-	-	-	-	-	
Operating Reserve	-	-	-	-	-	-	
<b>Total Expenditures</b>	<b>3,381,411</b>	<b>1,515,454</b>	<b>1,646,373</b>	<b>428,377</b>	<b>400,437</b>	<b>828,814</b>	<b>50.3%</b>

**Meadow Park Golf Course (402)**

	2023-2024 Biennium Budget	2023 FY Actuals	2024 Budget	Q1 Actuals	Q2 Actuals	YTD Actual	% of Budget
<b>Revenues (Sources)</b>							
Sales Tax	-	-	-	-	-	-	
Intergovt. Revenue	-	-	-	-	-	-	
Grants	-	-	-	-	-	-	
City of Tacoma Subsidy/Shared Costs	-	-	-	-	-	-	
Donations - Private	-	-	-	-	-	-	
Donations - Foundations	-	-	-	-	2,668	2,668	
Earned Revenue	7,257,000	3,889,852	3,696,000	746,429	1,293,330	2,039,759	55.2%
Other Revenue	-	6,592	-	10	2,730	2,740	
Transfers-In	-	17,673	-	-	173,513	173,513	
<b>Total Revenues</b>	<b>7,257,000</b>	<b>3,914,117</b>	<b>3,696,000</b>	<b>746,439</b>	<b>1,472,241</b>	<b>2,218,680</b>	<b>60.0%</b>
<b>Expenditures (Uses)</b>							
Salaries & Benefits	3,263,012	1,439,977	1,663,140	436,591	490,419	927,010	55.7%
Materials & Supplies	960,600	449,975	476,300	124,137	120,328	244,465	51.3%
Services & Charges	1,553,480	591,356	815,080	131,539	132,567	264,106	32.4%
Intergovernmental Charges	52,000	20,073	26,000	33,624	32,067	65,691	252.7%
Transfers Out/Capital Outlay	1,000,000	205,170	525,000	144,417	61,937	206,354	39.3%
Debt Services	-	-	-	-	-	-	
Operating Reserve	8,125	-	-	-	-	-	
<b>Total Expenditures</b>	<b>6,837,217</b>	<b>2,706,551</b>	<b>3,505,520</b>	<b>870,308</b>	<b>837,318</b>	<b>1,707,626</b>	<b>48.7%</b>



**Metro Parks Tacoma  
Quarterly Financial Report  
Zoological & Environmental Education  
As of June 30, 2024**

**Enterprise Operating - Zoological & Environmental Educ. Dept.**

	2023-2024 Biennium Budget	2023 Final Actuals	2024 Budget	Q1 Actuals	Q2 Actuals	YTD Actual
<b>Revenues (Sources)</b>						
Sales Tax	26,420,734	12,381,365	13,401,161	2,931,939	2,093,532	5,025,471
Intergovt. Revenue	144,000	-	72,000	-	-	-
Grants	48,000	9,000	24,000	-	-	-
City of Tacoma Subsidy/Shared Costs	-	-	-	-	-	-
Donations - Private	417,741	54,309	193,241	4,016	10,903	14,919
Donations - Foundations	1,674,025	785,878	878,525	117,339	15,932	133,271
Earned Revenue	33,707,479	16,493,540	17,372,702	2,269,211	4,505,850	6,775,061
Other Revenue	2,888,021	351,493	1,473,430	17,843	479,761	497,604
Transfers-In	-	538,832	-	-	17,485	17,485
<b>Total Revenues</b>	<b>65,300,000</b>	<b>30,614,417</b>	<b>33,415,059</b>	<b>5,340,348</b>	<b>7,123,463</b>	<b>12,463,811</b>
<b>Expenditures (Uses)</b>						
Salaries & Benefits	42,768,247	19,694,633	22,256,154	5,095,538	5,515,000	10,610,538
Materials & Supplies	4,250,345	2,819,893	2,236,494	587,857	758,289	1,346,146
Services & Charges	17,282,783	5,729,364	6,741,747	1,304,457	1,654,051	2,958,508
Intergovernmental Charges	447,809	221,941	229,334	46,554	37,434	83,988
Transfers Out/Capital Outlay	16,297	3,507,821	1,458,347	540,378	80,698	621,076
Debt Services	-	238,473	-	-	16,576	16,576
Operating Reserve	534,519	-	-	-	-	-
<b>Total Expenditures</b>	<b>65,300,000</b>	<b>32,212,125</b>	<b>32,922,076</b>	<b>7,574,783</b>	<b>8,062,049</b>	<b>15,636,832</b>





**Metro Parks Tacoma**  
**Quarterly Financial Report**  
**Zoological & Environmental Education by Division**  
**As of June 30, 2024**

**Point Defiance Zoo & Aquarium**

	2023-2024 Biennium Budget	2023 Final Actuals	2024 Budget	Q1 Actuals	Q2 Actuals	YTD Actuals	% of Budget
<b>Revenues (Sources)</b>							
Sales Tax	17,701,892	8,295,515	8,978,778	1,964,399	1,402,667	3,367,066	37.5%
Intergovt. Revenue	144,000	-	72,000	-	-	-	
Grants	18,000	9,000	9,000	-	-	-	
City of Tac Subsidy/Shared Costs	-	-	-	-	-	-	
Donations - Private	405,841	39,357	187,241	2,306	7,439	9,745	61.7%
Donations - Foundations	1,671,425	637,503	877,225	107,039	8,432	115,471	1.1%
Earned Revenue	26,204,358	13,918,743	13,564,654	1,934,885	3,657,153	5,592,038	41.2%
Other Revenue	2,387,080	115,558	1,222,680	84	400,229	400,313	32.7%
Transfers-In	-	505,240	-	-	15,458	15,458	
<b>Total Revenues</b>	<b>48,532,596</b>	<b>23,520,916</b>	<b>24,911,578</b>	<b>4,008,713</b>	<b>5,491,378</b>	<b>9,500,091</b>	<b>38.1%</b>
<b>Expenditures (Uses)</b>							
Salaries & Benefits	31,051,785	14,854,924	16,249,739	3,837,246	4,102,511	7,939,757	48.9%
Materials & Supplies	3,047,505	2,092,072	1,621,119	455,893	622,609	1,078,502	66.5%
Services & Charges	12,931,515	4,242,190	5,211,652	1,000,580	1,221,936	2,222,516	42.6%
Intergovernmental Charges	363,794	179,724	186,319	40,240	31,292	71,532	38.4%
Transfers Out/Capital Outlay	16,297	2,400,807	548,347	36,371	80,699	117,070	21.3%
Debt Services	-	-	-	-	-	-	
Operating Reserve	399,944	-	-	-	-	-	
<b>Total Expenditures</b>	<b>47,810,840</b>	<b>23,769,717</b>	<b>23,817,176</b>	<b>5,370,330</b>	<b>6,059,047</b>	<b>11,429,377</b>	<b>48.0%</b>

**Northwest Trek**

	2023-2024 Biennium Budget	2023 FY Actuals	2024 Budget	Q1 Actuals	Q2 Actuals	YTD Actuals	% of Budget
<b>Revenues (Sources)</b>							
Sales Tax	8,718,842	4,085,850	4,422,383	967,540	690,865	1,658,405	37.5%
Intergovt. Revenue	-	-	-	-	-	-	
Grants	30,000	-	15,000	-	-	-	
City of Tacoma Subsidy/Shared Costs	-	-	-	-	-	-	
Donations - Private	11,900	14,952	6,000	1,710	3,464	5,174	86.2%
Donations - Foundations	2,600	148,375	1,300	10,300	7,500	17,800	1369.2%
Earned Revenue	7,503,121	2,574,797	3,808,048	334,326	848,697	1,183,023	31.1%
Other Revenue	500,941	235,935	250,750	17,759	79,532	97,291	38.8%
Transfers-In	-	33,592	-	-	2,027	2,027	
<b>Total Revenues</b>	<b>16,767,404</b>	<b>7,093,501</b>	<b>8,503,481</b>	<b>1,331,635</b>	<b>1,632,085</b>	<b>2,963,720</b>	<b>34.9%</b>
<b>Expenditures (Uses)</b>							
Salaries & Benefits	11,716,462	4,839,709	6,006,415	1,258,292	1,412,489	2,670,781	44.5%
Materials & Supplies	1,202,840	727,821	615,375	131,963	135,681	267,644	43.5%
Services & Charges	4,351,268	1,487,174	1,530,095	303,877	432,115	735,992	48.1%
Intergovernmental Charges	84,015	42,217	43,015	6,314	6,142	12,456	29.0%
Transfers Out/Capital Outlay	-	1,107,014	910,000	504,006	(0)	504,006	55.4%
Debt Services	-	238,473	-	-	16,576	16,576	
Operating Reserve	134,575	-	-	-	-	-	
<b>Total Expenditures</b>	<b>17,489,160</b>	<b>8,442,408</b>	<b>9,104,900</b>	<b>2,204,453</b>	<b>2,003,002</b>	<b>4,207,455</b>	<b>46.2%</b>







## **MEMORANDUM**

TO: Board of Park Commissioners

FROM: Hunter T. George, Government Relations Officer

THROUGH: Shon Sylvia, Executive Director

**SUBJECT: Updating the Tacoma Public Schools master ILA**

DATE: August 13, 2024

**EXECUTIVE SUMMARY:** Staff for Metro Parks and Tacoma Public Schools have reached agreement on an update to the master Interlocal Agreement (ILA) that governs our collaborations in programming and capital development.

**BACKGROUND:** Metro Parks and Tacoma Public Schools (TPS) first signed a master ILA in 2001, and a new version followed in 2013. Last year, that 10-year Agreement was rolled over for one year to allow more time for discussion. The Agreement expires August 31, 2024. The Tacoma School Board is scheduled to vote on the updated Agreement on August 22.

This master Agreement sets the structure for the inter-agency partnership. It sets these overarching goals:

- Encourage joint use of facilities, grounds and staff for recreation and educational programming.
- Expand joint and cooperative capital ventures.
- Maximize use of public facilities and properties for community benefit.

This Agreement does not get into details of any particular program or project. Rather, specific program and facility agreements fall under this umbrella agreement as needed.

Overall, both parties agreed that the 2013 Agreement functions well. The Parties agreed to reorganize the text within the ILA to group similar items into four main categories and better document the “story” of how MPT and TPS collaborate. As a result, the new Agreement looks substantially different than the 2013 version, but in reality there were few major changes. Here is a breakdown of the new version:

### **1. Governance**

- a. Sets a 10-year term through 2034.
- b. Further defines Intergovernmental Coordinating Committee (ICC) structure and responsibilities (meets quarterly at minimum, and more if desired, and updates each board annually).
- c. Updates guidance of costs/fees/revenues to emphasize the importance of factoring in the value of long-term Whole Child impacts when considering short-term costs.

- d. Preserves flexibility for charging fees – wholly or discounted – when revenue generation is an important factor (ie, golf course and zoo).
- e. Authorizes the executive director and Superintendent to create sub-agreements, processes, and procedures to implement policies of this master Agreement.

## **2. Programming and Capital Development**

- a. Maintains collaborative work in programming.
- b. Incorporates the 2019 agreement for Metro Parks staff to provide “instructional services” via various programs.
- c. Maintains collaborative work in capital development.
- d. New language directs each party to seek consent before construction work is done on the other’s sites and to honor each other’s planning/construction/outreach processes.

## **3. Access and Use**

- a. Emphasizes the goal of boosting youth activity levels by striving to create a joint office to manage facility and field reservations.
- b. Defines authorities for granting permission for MPT and TPS to use each other’s facilities and properties within protocols.
- c. Updates custodial language to say TPS and MPT “may” provide custodial services outside of usual hours as appropriate under collective bargaining agreements.
- d. The current ILA says each organization is “entitled” to use each other’s property. TPS’ legal counsel shifted that to “may” be entitled to use each other’s property.
- e. Maintain safety, security, and maintenance of each other’s facilities.
- f. Equipment storage: New language states the preferred option is the owner of the equipment is responsible for storing it, but individual storage agreements are allowed and the party that loses or damages the other’s equipment agrees to restitution or repair.

## **4. General terms and Conditions**

- a. Indemnification, insurance, and other legal boilerplate.

**FISCAL IMPACT:** This Agreement maintains standards for tracking, reviewing, and comparing costs, with flexibility for determining if reimbursement of either party is necessary.

**ADDITIONAL INFORMATION:** For additional information please contact Executive Director Shon Sylvia at 253.305.1072 or [shons@tacomaparks.com](mailto:shons@tacomaparks.com) or Government Relations Officer Hunter George at [hunterg@tacomaparks.com](mailto:hunterg@tacomaparks.com).

**METROPOLITAN PARK DISTRICT OF TACOMA**

**RESOLUTION NO. R54-24**

**APPROVING THE TACOMA PUBLIC SCHOOLS MASTER INTERLOCAL AGREEMENT**

WHEREAS, the Interlocal Cooperation Act, as codified in Chapter 39.34 of the Revised Code of Washington, provides for interlocal cooperation between governmental agencies to promote the health and general welfare of the community and contribute to the enhancement of the educational and recreational opportunities afforded to the children in the community; and

WHEREAS, in the interest in providing the best service with the most judicious expenditure of public funds and resources, continued cooperation and collaboration between Metro Parks and Tacoma Public Schools is necessary and desirable; and

WHEREAS, Metro Parks and Tacoma Public Schools agree that a new interlocal agreement to supersede and replace the District Agreement TSD-14-110, the Original Interlocal Agreement, and the District Supplemental ILA TSD-19-121, the Interlocal Agreement for the Provision of Instructional Services, is necessary, and as such will provide a mechanism for Metro Parks and the School District to work together in the planning, development, operation, supervision, rehabilitation, and maintenance of present and future properties and facilities for increased community access, and shall:

- A. Encourage current joint use of their respective facilities and grounds for recreational and educational programming.
- B. Expand joint and cooperative capital ventures.
- C. Efficiently manage the use of the Parties' properties and facilities for the benefit of Tacoma residents; and

WHEREAS, additional agreements providing processes and procedures with regard to specific facilities and specific obligations of both Parties may be created to effectuate the policies identified in this Agreement; and

WHEREAS, the School District's Superintendent and Metro Parks' Executive Director will have authority to create and implement such processes and procedures as necessary to effectuate this Agreement; now, therefore be it,

RESOLVED by the Board of Park Commissioners of the Metropolitan Park District of Tacoma to authorize the Executive Director to sign the updated master Interlocal Agreement with Tacoma Public Schools.

The foregoing resolution was adopted by the Board of Commissioners of the Metropolitan Park District of Tacoma at a regular meeting held on \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

\_\_\_\_\_  
Clerk

# INTERLOCAL AGREEMENT

TSD-24-XXX

THE METROPOLITAN PARK DISTRICT OF  
TACOMA

[JOINT USE AND DEVELOPMENT OF FACILITIES AND  
OPEN SPACES –  
RECREATION AND EDUCATION SERVICES]

09/01/2024 – 8/31/2034

between

**TACOMA SCHOOL DISTRICT NO. 10**

(hereinafter referred to as District)

601 South 8<sup>th</sup> Street

P. O. Box 1357

Tacoma, WA 98401-1357

and

**THE METROPOLITAN PARK DISTRICT OF TACOMA**

(hereinafter referred to as Metro Parks)

4702 S 19<sup>th</sup> Street

Tacoma, WA 98405

Contact: Shon Sylvia

Email: shons@tacomaparks.com

Ph: 253-305-1072

THIS AGREEMENT is between the Tacoma School District No. 10 (District), a political subdivision of the State of Washington, and The Metropolitan Park District of Tacoma (Metro Parks), a State of Washington municipal corporation, collectively referred to as the “Parties”.

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provided for interlocal cooperation between governmental agencies to promote the health and general welfare of the community and contribute to the enhancement of the educational and recreational opportunities afforded to the children in the community; and

WHEREAS, in the interest in providing the best service with the most judicious expenditure of public funds and resources, continued cooperation and collaboration between Metro Parks and the District is necessary and desirable, and

WHEREAS, Metro Parks and the District agree that a new interlocal agreement to supersede and replace the District Agreement TSD-14-110, the Original Interlocal Agreement, and the District Supplemental ILA TSD-19-121, the Interlocal Agreement for the Provision of Instructional Services, is necessary, and as such will provide a mechanism for Metro Parks and the District to work together in the planning, development, operation, supervision, rehabilitation, and maintenance of present and future properties and facilities for increased community access, and shall:

- A. Encourage current joint use of their respective facilities and grounds for recreational and educational programming.
- B. Expand joint and cooperative capital ventures.



C. Efficiently manage the use of the Parties' properties and facilities for the benefit of Tacoma citizens.

WHEREAS, additional agreements providing processes and procedures with regard to specific facilities and specific obligations of both Parties may be created to effectuate the policies identified in this Agreement, and

WHEREAS, the District's Superintendent and Metro Parks' Executive Director will have authority to create and implement such processes and procedures as necessary to effectuate this Agreement, and

WHEREAS, the District and Metro Parks find it mutually beneficial and in the public interest for Metro Parks to provide instructional and/or recreational services to the District for its students as described herein; and

WHEREAS, the District and Metro Parks have identified the following general categories under which Metro Parks may be providing instructional and/or recreational services ("the Instructional Services") to the District

- A. Metro Parks provides in-classroom instruction during school hours for a specific District class at a District facility, with a District certified instructor of record present.
- B. Metro Parks provides recreational activity or other instruction during school hours at a District facility, with a District certified instructor present.
- C. Metro Parks provides recreational activity or other instruction during school hours at a Metro Parks facility, with a District certified instructor present.
- D. Metro Parks provides after school recreational activity or other instruction at a District facility.
- E. Metro Parks provides after school recreational activity or other instruction at a Metro Parks facility.

WHEREAS, neither of the Parties shall be required to subsidize the other's programs or use unless specifically stated in a separate agreement, and

WHEREAS, the creation of a central fund is not necessary for this Agreement, and

NOW, THEREFORE, in order to maximize the benefit to the citizens of Tacoma, the governing bodies of Metro Parks and the District agree to cooperate as follows:

## **AGREEMENT**

### **I. GOVERNANCE**

- A. **Incorporation of Recitals:** The above stated recitals are true and current to the best of the District's and Metro Parks' knowledge and are incorporated by reference as though fully set forth herein.
- B. **Term and Termination:** This Agreement shall be effective September 1, 2024 (the "Effective Date") upon mutual execution by the Parties and shall remain in effect through August 31, 2034, unless terminated by either Party by Board resolution.
- C. **Interlocal Cooperation Act Compliance:** This Agreement is entered into pursuant to the Interlocal Cooperation Act, chapter 39.4 RCW.
- D. **Cooperative Agreement:** The District and Metro Parks hereby agree to cooperate in coordinating programs and activities conducted at their respective properties and in their respective facilities.
1. Reference to District or Metro Parks property in this Agreement shall include the property and the facilities located on the property.
  2. As used in this Agreement, "Owner" shall mean the Party to this Agreement that owns or operates a particular property and/or facility covered by this Agreement.
  3. As used in this Agreement, "User" shall mean the other Party using the Owner's property and/or facility under the terms of this Agreement.
  4. As used in this Agreement, "Public Access Hours" shall mean the hours during which the Owner normally conducts business at a specific property or facility or makes the property or facility available to the public for its use.
- E. **Communication:** The District and Metro Parks will respectively designate an employee with whom the other Party, or any authorized agent of the Party, should contact regarding the terms of this Agreement.
- F. **Intergovernmental Coordinating Committee:** An Intergovernmental Coordinating Committee will meet at least quarterly and will update each Board annually.
1. The purpose of the meetings will be maintained with the intent of providing a consistent mechanism for planning and sharing of information including but not limited to:
    - a. Evaluating ongoing projects and programs.
    - b. Coordinating potential new programs and services.
    - c. Coordinating potential new development of joint use facilities.
    - d. Review and coordination of joint property and/or facility use schedules.
    - e. Review of maintenance/custodial plans and schedules.

- f. Review of safety and security plans and schedules.
- g. Review of restitutions and repairs.
- h. Review of potential land acquisitions.
- i. Review of associated costs and benefits, at least annually and more often if mutually agreeable (for each of the above).
- j. Review of any existing and/or potential new shared positions and associated workspaces.
- k. General review for effective Agreement implementation.
- l. Documentation of assigned actions resulting from meeting.

2. Participants for each meeting will include leadership from the below functions, as deemed appropriate.

- a. Joint Facility Use and Scheduling
- b. Program Development
- c. Planning and Capital Development
- d. Maintenance/Custodial
- e. Safety and Security
- f. Finance
- g. Communications

3. Each respective representative will coordinate with their respective teams prior to and following the Intergovernmental Coordinating Meetings for report-outs as appropriate.

**G. Fees and Documentation of Operational Costs:** Metro Parks and the District will maintain a focus on long-term outcomes, values, and benefits to the Whole Child and community at large as they review respective costs associated with joint use programming.

- 1. Metro Parks and the District will utilize comparable cost accounting methods as agreed upon by each Party.
- 2. The Intergovernmental Coordinating Committee will review the exchange of benefits based on utilization, costs, fees, and charges, as well as capital investments associated with this Agreement, at least annually or more frequently if mutually agreed upon.
- 3. Any compensation to correct an imbalance in direct costs incurred by one Party will occur through the payment of the net difference in documented actual costs incurred, as deemed necessary by the Parties.

**H. Revenue Generating Opportunities:** To encourage revenue development and maximizing public resources, with prior consent, a Party may effectively use the other Party's property or facilities as a rental or for other revenue generating activities as a part of this Agreement. The Owner will be entitled to reimbursement for all expenses reasonably associated with the activity, including rent collected, and the User sponsoring the activity will be entitled to all revenue above and beyond expenses.

I. **Revenue Generating Facilities and Discounts:** In effort to maximize revenue generation, the Owner of attractions and specialty facilities with a primary purpose of generating revenue may charge the User a discounted fee for program use of the attraction or specialty facility during peak times.

1. The discounted fee will only be charged when an Owner can demonstrate that free use of the attraction or specialty facility use will result in a significant loss of revenue.

J. **Amendment and Adoption of Implementing Processes and Procedures:** This Agreement will only be amended by resolutions of both the District and Metro Parks. Provided, however, that the District's Superintendent and Metro Parks' Executive Director will have the authority to create, approve, and implement such operating agreements, memorandums of understanding, processes, and procedures as necessary to further the policies of this Agreement. Any such processes and procedures shall be in writing and signed by the District's Superintendent and Metro Parks' Executive Director or their designees before becoming effective.

## II. PROGRAMMING AND CAPITAL DEVELOPMENT

A. **Collaborative Programs and Services for Community Benefit:** This Agreement is intended to cover activities for all ages. Both the District and Metro Parks will prioritize youth programs, while also focusing on individuals with special needs. Each Party will work to enhance recreational and educational opportunities for students and members of the community who have disabilities.

1. Youth programs may include and will not be limited to:

- a. Supervised recreation,
- b. Cultural awareness,
- c. Artistic enrichment,
- d. Academic assistance,
- e. Mentoring,
- f. Job training and placement,
- g. Gang and substance abuse prevention,
- h. Education and intervention,
- i. Social Emotional Learning.

2. The District and Metro Parks will collaborate on programs that are similar in nature or have similarly intended outcomes, in effort to improve efficiency and reduce duplication. Programs of similar nature may be consolidated and offered by one Party when possible.

B. **Capital Improvement and Jointly Developed Capital Projects:** Metro Parks and the District maintain the community's best interests in providing high quality services to meet the

respective objectives with the most efficient and effective use of public funds. Metro Parks and the District will continue by way of this Agreement with cooperative planning, design, acquisition and development of facilities and programs that can meet both educational and recreational needs of the community.

1. The District will obtain written consent from Metro Parks prior to making any alterations, additions, or improvements to Metro Parks property. Consent may be granted in phases, such as consent to design, consent to apply for permits, and consent to begin construction.
2. Metro Parks will obtain written consent from the District prior to making any alterations, additions, or improvements to District property. Consent may be granted in phases, such as consent to design, consent to apply for permits, and consent to begin construction.
3. Any alterations, additions, or improvements will be at the expense of the requesting Party, unless otherwise agreed upon.
4. Metro Parks and the District may, for good cause, require the demolition or removal of any alterations, additions, or improvements made by the other Party at the expiration or termination of this Agreement.
  - a. “Good cause” includes reasons of health, safety, or the District’s need to utilize District property for educational purposes, or Metro Parks’ need to utilize Metro Parks property for educational or recreational purposes.
  - b. Should this term be exercised, each respective party will notify the other of such intent in writing, a meeting will be scheduled immediately following to discuss needs and proposed plans to address such.

2. Metro Parks and the District will honor each other’s internal processes and practices (i.e., community engagement and feedback).

### III. ACCESS AND USE

- A. **Creating an Office of Facility and Field Reservations:** The District and Metro Parks share a common goal of increasing physical activity among youth and commit to seeking efficiencies to the reservation system to enhance the ability to schedule the use of athletic facilities. This work includes a goal of creating a shared office to manage reservations.

#### B. Preserving Assets

1. **Access to Existing Public Property and Facilities:** The District and Metro Parks hereby agree that where both Parties' mission(s) and/or their benchmarks are the same, properties or facilities supporting that mission or benchmark shall be strongly considered for joint use.
  - a. Any existing Agreement between the Parties that remains in force and reflects a departure from the below identified standards for use of property are identified in Section V below.
  
2. **District Property, Metro Parks Use:** Subject to the schedule jointly developed by Metro Parks and the District, Metro Parks and formal partners of Metro Parks **may be entitled** to the use of District property without charge, during Public Access Hours for community recreational and educational purposes for the benefit of District students and/or the general public.
  - a. Formal partners of Metro Parks utilizing District property pursuant to this Agreement will be subject to the obligations specified in this Agreement.
  - b. Metro Parks will be responsible for ensuring that its formal partners comply with all obligations under this Agreement when utilizing District Property.
  - c. Metro Parks will enforce all District rules, regulations, and policies provided by the District while supervising community recreational activities on District property.
  - d. In planning programs and scheduling activities on District property, the **safety**, security, academic, athletic, and recreational needs and opportunities of students will be the highest priority.
  - e. Should Metro Parks desire to utilize District property outside of the Public Access Hours, the District **may** provide custodial services to cover evenings and/or weekends and/or reschedule staff to reduce the cost incurred for after-hours and overtime use **when possible and as appropriate under employee agreements**.
  - f. Should Metro Parks desire to utilize District property, the District may waive associated rental fees to reduce the cost incurred for use, at the District's sole discretion.
  
3. **District Property, District Use:** The District will be entitled to the exclusive use of District property for public school and school-related educational and recreational activities, including summer school, and at such other times as District property is being used or to be used by the District or its agents.
  
4. **Metro Parks Property, Metro Parks Use:** Metro Parks will be entitled to the exclusive use of Metro Parks property for the regular conduct of park, recreation, and

community service activities and/or programs sponsored by Metro Parks and at such times as Metro Parks property is being used by Metro Parks or its agents.

5. **Metro Parks Property, District Use:** Subject to the schedule jointly developed by Metro Parks and the District, the District and formal partners of the District **may be entitled** to the use of Metro Parks property, without charge during Public Access Hours for community recreational and educational purposes for the benefit of District students.
  - a. Formal partners of the District utilizing Metro Parks property pursuant to this Agreement will be subject to the obligations specified in this Agreement.
  - b. The District will be responsible for ensuring that its formal partners comply with all obligations under this Agreement when utilizing Metro Parks Property.
  - c. The District will enforce all Metro Parks rules, regulations, and policies provided by the Metro Parks while supervising community recreational activities on Metro Parks property.
  - d. In planning programs and scheduling activities on Metro Parks property, the security, academic, athletic, and recreational needs and opportunities of students will be the highest priority.
  - e. Should the District desire to utilize Metro Parks property outside of the Public Access Hours, Metro Parks **may** provide custodial services to cover evenings and/or weekends and reschedule staff to reduce the cost incurred for after-hours and/or overtime use **when possible and as appropriate under employee agreements.**
  - f. Should the District desire to utilize Metro Parks property, Metro Parks may waive associated rental fees to reduce the cost incurred for use, at Metro Parks' sole discretion.
6. **Restitution and Repair:** Except for normal wear and tear and maintenance, the User will be responsible for the cost of repairing any damage to a space, area or facility caused by the User. The User will also be responsible for the cost to replace any missing or stolen equipment or property which occurs as a result of the User's programming at the Owner's property or facility.
  - a. **As the preferred option, the owner of equipment or materials utilized for any program or agreement will be responsible for the safe storage of such when not in use. For example, if the District utilizes Metro Parks' equipment or materials, Metro Parks will be responsible for the storage of such when not in use. Should the District and Metro Parks mutually agree for the other to store equipment or materials on their behalf for the sake of convenience, and said equipment or**

materials be lost, stolen, or damaged to prevent its intended use while in the other's possession, the other will replace it accordingly. *For example, should the District store Metro Parks' equipment or materials and such is lost, stolen, or damaged to prevent its intended use, the District will replace such.*

- b. Except as otherwise mutually agreed between the Parties, the User shall not cause repairs to be made to any property, facility, or items of equipment of the Owner.
  - c. The Owner agrees to make such repairs within the estimated and/or fixed costs and as agreed upon by both Parties.
  - d. The User agrees to reimburse the Owner at the estimated and/or fixed cost agreed upon between Parties.
  - e. The Owner shall grant the User first right of refusal to implement such repairs, as deemed appropriate.
7. **Reimbursement Procedure:** The Owner will invoice the User within thirty (30) days of completion of the agreed upon repairs or replacement of missing property.
- a. The invoice will itemize all work performed, hours worked, equipment and materials with cost rates as applied to the repair work.
  - b. If a repair is contracted, a copy of the contractor's itemized statement must be attached to the invoice.
  - c. If the actual cost is less than the estimated and/or fixed costs, the User will only pay the actual cost.
  - d. Reimbursement will be made within thirty (30) days from receipt of such invoice.
8. **Procedure for Disagreements:** The User will maintain the right to object to the allocation of responsibility or cost to repair and/or replace for any and all items of damage to Owner's property, facilities, equipment, or missing property as identified by the Owner.
- a. The User will provide the objection to the Owner within ten (10) business days after the Owner's first written notification.
  - b. Objections will be made in writing and will clearly identify the reason(s) for refusing responsibility, and/or the dispute of the cost for damages to the property, facilities or equipment.
  - c. Failure to provide the objection as noted within the prescribed time period will be considered acceptance of responsibility by the User and/or approval of the cost.



- d. Settlement of Objections: Upon proper notification of an objection, an on-site investigation involving both Parties will be performed to assist in a determination of responsibilities.
- e. In the event an agreement cannot be reached, the matter will be referred to the representative designated by each Party for review and consideration, and the Intergovernmental Coordinating Committee will be notified for further review and direction.
- f. In any event, the Owner will have the right to make immediate emergency repairs or replace missing property. Such action will not prevent the User from objecting to either or both responsibility for the cost and the amount of the cost.

**C. Safety and Security:** Metro Parks and the District will continue to be responsible for the safety and security of their respective properties and facilities.

- 1. Metro Parks and the District will establish joint safety and security standards for each respective agreement that may fall under this Agreement where practical and feasible for the safety of all participants in school and recreational activities, in an effort to improve efficiency and reduce duplication.
- 2. These joint safety and security standards will be reviewed for applicability and efficiency during Intergovernmental Coordinating Meetings.

3. Protocols regarding potential lockdowns will be established for each contracted venue.

**D. Maintenance/Custodial:** Metro Parks and the District will continue to be responsible for the maintenance of their respective properties and facilities.

- 1. Metro Parks and the District will establish joint maintenance/custodial standards for each respective agreement that may fall under this Agreement where practical and feasible for the safety of all participants in school and recreational activities, in effort to improve efficiency and reduce duplication.
- 2. These joint maintenance/custodial standards will be reviewed for applicability and efficiency during Intergovernmental Coordination Meetings.

## **IV. GENERAL TERMS AND CONDITIONS**

### **A. Indemnification:**

- 1. The District agrees to indemnify and hold harmless Metro Parks, 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, judgements, liens, expenses, and costs arising out of or occasioned by the District's negligence or wrongful conduct in fulfillment of its obligations pursuant to this Agreement. In the event of recovery due to the aforementioned circumstances, the District shall pay any judgement or lien arising therefrom, including any and all costs as part thereof.

2. Metro Parks agrees to indemnify and hold harmless the District, 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, judgements, liens, expenses, and costs arising out of or occasioned by Metro Parks' negligence or wrongful conduct in fulfillment of its obligations pursuant to this Agreement. In the event of recovery due to the aforementioned circumstances, Metro Parks shall pay any judgement or lien arising therefrom, including any and all costs as part thereof.
3. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the District and Metro Parks, each Party's liability hereunder shall be only to the extent of their negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes each Party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.
4. To the extent these indemnities have been modified by way of a given Sub-Agreement and its associated Scope of Work, the indemnities in the Sub-Agreement to the extent modified shall take precedence.
5. The foregoing obligations shall survive termination of this Agreement.

#### **B. Insurance:**

1. **Public Liability Insurance:** The Parties will at all times during the term of this Agreement, at its own cost and expense, carry and maintain general public liability insurance, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of the use of any facilities or the provision of any services pursuant to this Agreement. This insurance shall cover such claims as may be caused by any act, omission, or negligence of each Party's own officers, agents, representatives, assigns or servants. The limits of liability insurance shall not be less than as follows:
  - a. Each occurrence: \$1,000,000
  - b. Aggregate: \$3,000,000

2. **Worker's Compensation Coverage:** The District and Metro Parks will at all times comply with all applicable worker's compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable.
3. **Self-Insurance:**
  - a. Metro Parks complies with the above insurance requirements as a member of the Washington Cities Insurance Authority \*WCIA) Risk Pool as provided by RCW Ch. 48.62. Metro Parks certifies that it is, and shall remain, a member of the WCIA self-insurance risk pool (or a member of a comparable self-insurance risk pool or insurance).
  - b. The District complies with the above insurance requirements as a member of the Washington Schools Risk Management Pool as provided by RCW Ch. 48.62. The District certifies that it is, and shall remain, a member of the Washington Schools Risk Management Pool self-insurance risk pool (or a member of a comparable self-insurance risk pool or insurance).
4. **Property Damage Insurance:** Each Party shall maintain insurance, or self-insurance funds, against loss or damage to their real property and facilities by fire, earthquake, flood, and the hazards now or hereafter insured by the "All Risk" form of insurance in an amount equal to the full insurable value of the improvements with a deductible for any single casualty of no more than \$250,000.00, a replacement cost endorsement with a waiver of the co-insurance clause (or an agreed amount endorsement with an inflation guard endorsement); provided, that the deductible for earthquake and flood coverage shall be commensurate with prevailing standards.
5. **Cyber Liability Insurance:** The District and Metro Parks shall at all times during term of this Agreement, at its cost and expense, carry and maintain Cyber Liability insurance or coverage with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of \$2,000,000 covering claims involving privacy violations, information theft, damage to or corruption or destruction of electronic information, intentional and/or unintentional release of private information, internet media liability, alteration of electronic information, extortion, and network security. This coverage is required to remain in effect for as long as necessary to cover any and all such claims.
6. **Proof of Insurance:** Certificates and/or evidence satisfactory to each Party confirming the existence, terms, and conditions of all insurance required in this Agreement shall be delivered to each Party's employee in charge of risk management. The policy of insurance that must be maintained in accordance with this Agreement and shall not be cancelled or given notice of non-renewal nor shall have the terms and conditions thereof be altered or amended without forty-five (45) days prior written notice being given to the other Party.

7. **Waiver of Subrogation:** The Parties waive all rights against each other, their officials, officers, agents, employees, volunteers, and representatives, each of the other, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Agreement or other insurance applicable to this Agreement. The policies shall provide such waivers by endorsement or otherwise.
8. **Compliance with Law:** The Parties shall comply with all local, state, and federal laws, ordinances, and regulations applicable to the performance of its responsibilities under this Agreement. Compliance shall include, but not be limited to, all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary to the performance of this Agreement.

All use of District property and Metro Parks property shall be in accordance with applicable federal, state, and local laws, ordinances, and regulations. In the case of a conflict between the terms of this Agreement and the requirements of law, the law shall govern. Any actions taken by the District or Metro Parks that are required by law, but are inconsistent with the terms of this Agreement, shall not be construed to be a breach of default under this Agreement.

- C. **Background Checks:** Consistent with RCW 43.43.834, Metro Parks shall require each applicant for employment or volunteer who may have contact with children or vulnerable adults to disclose whether they have been convicted of a crime and/or had findings made against them in any civil adjudicative proceeding as defined in RCW 43.43.830. Metro Parks shall conduct criminal background checks, including fingerprinting, in accordance with RCW 43.43.830 through 43.43.835, as now or hereafter amended, on all employees or volunteers who will or may have contact with children or vulnerable adults in the work to be performed under this Agreement. Metro Parks shall ensure that any volunteers with regularly scheduled unsupervised access to children be fingerprinted in compliance with RCW 28A.400.303. Pursuant to RCW 28A.400.330, Metro Parks shall not permit any employee, subcontractor, intern, or volunteer from performing work under this Agreement who has pled guilty to or been convicted of any felony crime specified under RCW 28A.400.322 as it now exists or is hereafter amended. Failure to comply with this provision shall be grounds for the District immediately terminating the Agreement. Metro Parks shall incorporate this requirement into every subcontract it enters relating to services with the District.
- D. **Non-Discrimination:** The District and Metro Parks shall comply with all the federal, state, and local non-discrimination laws, ordinances, regulations, and policies, which are otherwise applicable to the Parties. Accordingly, no person shall, on the ground of race, creed, color, religion, national origin, age, sex, marital status, sexual orientation, sexual identity, gender identity or expression, pregnancy, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to illegal discrimination under any activity performed by the either Party and its agents under this Agreement. Harassment based on any of the foregoing conditions is strictly prohibited. The Parties shall notify the other

immediately of any decision by a local, state, or federal agency, court, or jury that the Party violated a law, regulation or ordinance prohibiting discrimination. In the event of the Parties' noncompliance or refusal to comply with this nondiscrimination provision, this Agreement may be rescinded, cancelled, or terminated in whole or part, and the Party may be declared ineligible for further Agreements with the other.

## V. MISCELLANEOUS:

- A. This Agreement hereby supersedes and replaces the District Interlocal Agreement TSD-14-110, and its associated District Supplemental Interlocal Agreement TSD-19-121.
- B. The following agreements, and their associated amendments/addendums, between Parties remain in force and are not otherwise impacted by the execution of this Agreement:
1. Point Defiance Ground Lease – TSD-17-046, exp. 2066
  2. Eastside Community Center Ground Lease – TSD-17-063, exp. 2066
  3. Metro Parks – ILA Peck Ballfield – TSD-24-040, exp. 2035
  4. Metro Parks/UWT/TCC – TSD-24-104, exp. 2034
  5. SAMI Owen Beach Pavilion Center – TSD-22-057, exp. 2032
  6. Green Schoolyard Initiative – TSD-20-030, exp. 2030
  7. Metro Parks – Meeker MS Lighting – TSD-21-170, exp. 2029
  8. Metro Parks Tacoma Foss Softball Field – TSD-22-035, exp. 2029
  9. Metro Parks – Stanley ES Long-term Rental Agreement – TSD-23-139, exp. 2028
  10. Metro Parks and Trust for Public Land – Green Schoolyards – TSD-21-092, exp. 2026
  11. Metro Parks – Reed – TSD-22-263, ongoing
  12. Metro Parks – Stafford – TSD-22-264, ongoing
  13. Metro Parks – *Thrive* – TSD-19-121 Amend. #1, exp. 2024
  14. Metro Parks – *Greentrike -ELO* – TSD-21-152, exp. 2024
  15. Metro Parks – *Whole Child Alliance* – TSD-21-154, exp. 2024
  16. Metro Parks – *Club B* – TSD-23-069, exp. 2024
  17. Metro Parks – *Beyond the Bell* – TSD-23-118, exp. 2024
  18. Metro Parks – *Peck Ballfield* – TSD-23-149, exp. 2024
- C. The following agreements between Parties are in draft review and/or routing for signatures at the time of this ILA signing, they are not otherwise impacted by the execution of this Agreement:

### **Agreements in draft and/or routing:**

1. Metro Parks – Beyond the Bell/Club B/Summer Nights – TSD-24-094 – Currently in review with Metro Parks, to exp. 2026
2. Metro Parks Whole Child Childcare Alliance – TSD-24-095 – Currently in review with Metro Parks, to exp. 2026
3. Metro Parks – Larchmont Elementary School Community Schoolyard – TSD-23-175 – Currently in review with Metro Parks

4. Metro Parks – Mann Elementary School Community Schoolyard – TSD-23-176 –  
Currently in review with Metro Parks
5. Metro Parks – Whitman Elementary School Community Schoolyard – TSD-23-177 –  
Currently in review with Metro Parks
6. Metro Parks – Tacoma Nature Center – TSD-24-125, Currently in review, exp. 2025
7. Metro Parks – Pt. Defiance Zoo & Aquarium – TSD-24-124, Currently in review, exp.  
2025
8. Metro Parks – Thrive at Hilltop Heritage – TSD-24-XXX, Currently in review, exp.  
2025

**CONDITIONS OF COMMENCEMENT OF PERFORMANCE**

The Parties to this Agreement shall not commence performance or be entitled to compensation or reimbursement for any services rendered or materials provided, prior to the occurrence of each of the following conditions: (1) this Agreement must be executed by an authorized representative of both Parties, and (2) this Agreement must be approved by the Parties' Board of Directors.

The Agreement becomes effective upon signature by all parties and remains in effect through August 31, 2034, unless terminated prior to this date per the conditions herein.

We the undersigned agree to the terms of the foregoing Agreement.

**METROPOLITAN PARK DISTRICT OF  
TACOMA**

**TACOMA SCHOOL DISTRICT NO. 10**

By:

By:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

Its: Executive Director

Its: Superintendent

\_\_\_\_\_  
Shon Sylvia  
(print name)

\_\_\_\_\_  
Joshua J. Garcia  
(print name)

Who certifies that they are the party identified herein, OR a person duly qualified and authorized to sign for the party.

Date: \_\_\_\_\_

Date: \_\_\_\_\_







## **MEMORANDUM**

TO: Board of Park Commissioners

THROUGH: Shon Sylvia, Executive Director

FROM: Debbie Russell, Director of Planning & Development

**SUBJECT: Surplus and Sale of Real Property at South End Recreation Area (SERA) to the City of Tacoma for Future Construction of Fire Station #7**

DATE: June 4, 2024

**EXECUTIVE SUMMARY:** This resolution authorizes the surplus of 2.27 acres of park property to the City of Tacoma to facilitate the construction of a new Fire Station #7. This resolution would also authorize the Executive Director to enter into the necessary agreements with the City of Tacoma.

**BACKGROUND:** The Metropolitan Park District of Tacoma (“Metro Parks”) is the owner of South End Recreation Area (SERA), consisting of approximately 75 acres of real property and improvements located at 6002 S. Adams Street, Tacoma. This park property is currently home to the STAR Center, athletic fields, community park amenities, walking trails and undeveloped natural areas.

The portion of the SERA campus proposed for surplus and sale is currently undeveloped, has been significantly impacted by prior site grading and disturbance, and due to its isolation from other active areas of the park has historically been the subject of mis-use and dumping.

This location has been identified as a favorable location for a new City of Tacoma fire station. Moving Station #7 to this vacant corner of the SERA campus near 60th and Tyler would strategically place TFD in a better location to respond more effectively to the growing south end community, while also co-locating these vital emergency response resources on the campus which is a designated disaster/crisis response site.

The City of Tacoma is prepared to complete the design of fire station facilities at this location as a public safety and service-delivery improvement, and to seek and secure funding for construction. The City of Tacoma commissioned a study of current structural, site and location conditions of all fire stations as part of its comprehensive facilities needs assessment. Due to increasing call volume and the need for additional first response resources, TFD has outgrown the current Fire Station #7, located at 5448 South Warner Street. The station is recommended for relocation and reconstruction.

Metro Parks staff has collaborated with the City of Tacoma throughout the feasibility analysis and conceptual planning of these improvements to ensure that the project could be completed as

envisioned, and in a complementary manner without adverse impacts to the public's use and enjoyment of adjoining park and recreation facilities.

The purchase price for this property was determined by an in-house appraisal by the City of Tacoma, updated in June of 2023 and agreed to by MPT to be eight hundred and seventy thousand dollars (\$870,000).

The proceeds from this sale would be available for the acquisition of property for future park development in neighborhoods proximate to the SERA campus but lacking neighborhood park access according to MPT's current 10-minute walk level-of-service standard. MPT staff are currently evaluating alternatives for future land acquisition and/or facility improvements to address this current neighborhood park level-of-service deficiency.

A tree survey was completed by the City of Tacoma to map and inventory existing trees within the project area. The Metro Parks Urban Forester also conducted a site inspection and tree analysis to identify any specific items of concern regarding trees within and adjacent to the project area. The tree survey and assessment identify volunteer Cottonwood and Red Alder as the predominant species due to the impacted nature of the site. The MPT site inspection and tree analysis concludes: "This site has minimal tree removal impact on developing Fire Station #7 on this parcel. The majority of healthy trees including Douglas Fir and Madrone appear to be located outside the proposed disturbance area as currently identified. As facility design is advanced further the full extents of ground disturbance will be more tightly defined and supplemental tree impact evaluation may be beneficial and required for final plan approval under City of Tacoma site development permitting." As per the District's standard operating procedure, we will replace every tree removed with two others planted in areas already identified on the SERA Campus.

**FISCAL IMPACT:** In order to construct the fire station improvements, the City must acquire from Metro Parks a portion of SERA located in the northwestern corner of the Park along Tyler Street and consisting of 2.27 acres. The total purchase price for the Property (the "Purchase Price") is eight hundred and seventy thousand dollars (\$870,000.00).

**ADDITIONAL INFORMATION:** For additional information, please contact Debbie Russell, Director of Business Administration & Planning (253) 305-1086 or [Debbie.russell@tacomaparks.com](mailto:Debbie.russell@tacomaparks.com)

**METROPOLITAN PARK DISTRICT OF TACOMA**

**RESOLUTION NO. RR41-24**

**SURPLUS AND SALE OF REAL PROPERTY AT SOUTH END RECREATION AREA  
(SERA) TO THE CITY OF TACOMA  
FOR FUTURE CONSTRUCTION OF FIRE STATION #7**

WHEREAS, the Metropolitan Park District of Tacoma (“Metro Parks”) is the owner of South End Recreation Area (SERA), consisting of approximately 75 acres of real property and improvements located in SW Tacoma in an area generally bound by South 66<sup>th</sup> Street on the south, South 58<sup>th</sup> Street (ROW) on the north, South Tyler Street on the west and South Adams Street on the east, and

WHEREAS, the City of Tacoma has identified through a strategic service area analysis and site search that the northwest corner of the existing SERA campus meets critical criteria for improved emergency service delivery within this sector, and

WHEREAS, staff from the City of Tacoma have conducted initial feasibility and conceptual site planning to confirm the fit of this property for the project as proposed, and

WHEREAS, in order to construct the Fire Station #7 Project, the City must acquire from Metro Parks the portion of the South End Recreation Area Campus located in the northwestern corner of the Park consisting of 2.27 acres as legally described on Exhibit “A” and depicted on Exhibit “B” (the “Proposed Fire Department Parcel”, and

WHEREAS, the purchase price of the Fire Station #7 Property was determined by an in-house appraisal by the City of Tacoma, updated in June of 2023 and agreed to by MPT to be eight hundred and seventy thousand dollars (\$870,000), and

WHEREAS, in order for the City to acquire the Fire Station #7 Property, it must seek Metro Parks’ consent to transfer the property, and

WHEREAS, it would be in the best interests of Metro Parks that the project be developed, which would be a benefit to residents of the community residing and active within the service radius of Fire Station #7, and

WHEREAS, Chapter 39.33 RCW (Intergovernmental Disposition of Property) permits local government units to transfer or exchange title to real property on such terms and conditions as may be mutually agreed upon; Now, therefore be it

RESOLVED by unanimous vote of the Board of Park Commissioners of the Metropolitan Park District of Tacoma that the Property designated as the future home of Fire Station #7 is declared surplus and shall be transferred to the City of Tacoma in accordance with Chapter 39.33 RCW in exchange for payment of \$870,000. It is

FURTHER RESOLVED by unanimous vote of the Board of Park Commissioners of the Metropolitan Park District of Tacoma that the Executive Director is hereby authorized to execute

such documents as necessary to effect the transfer of the Property for Fire Station #7 to the City of Tacoma.

The foregoing resolution was adopted by the Board of Park Commissioners of the Metropolitan Park District of Tacoma at a regular meeting held on \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Clerk

**Exhibit "A"**  
Property Description

**EXHIBIT "A"**  
(PROPOSED FIRE DEPARTMENT PARCEL)

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 20 NORTH, RANGE 2 EAST, W.M. WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON; ALSO BEING A PORTION OF NEW PARCEL A, ACCORDING TO CITY OF TACOMA BOUNDARY LINE ADJUSTMENT 40000044294, AS RECORDED AT AUDITOR'S FILE NUMBER 200502035002, IN SAID COUNTY; SAID PORTION BEING DESCRIBED AS FOLLOWS:

**COMMENCING** AT A FOUND 3-INCH BRASS W PUNCH MARKED "TPW" LS 38486, CITY OF TACOMA MONUMENT NO. 991, FROM WHICH A FOUND 2-INCH BRASS WITH "X", CITY OF TACOMA MONUMENT NO. 992, BEARS SOUTH 03°22'44" WEST, 1,159.52 FEET; THENCE FROM SAID COMMENCING POINT ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID NEW PARCEL A; 61.39 FEET MORE OR LESS TO A POINT ON THE EASTERLY RIGHT-OF-WAY MARGIN OF S TYLER STREET, ALSO BEING THE **POINT OF BEGINNING**;

THENCE FROM SAID BEGINNING POINT AND ALONG THE NORTH LINE OF SAID PARCEL A, SOUTH 88°22'17" EAST, 197.64 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 04°50'00" EAST, 522.25 FEET;

THENCE SOUTH 85°10'00" WEST, 185.00 FEET MORE OR LESS TO A POINT ON THE EASTERLY RIGHT-OF-WAY MARGIN OF S TYLER STREET;

THENCE ALONG SAID MARGIN THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 04°50'00" WEST, 502.95 FEET TO THE SOUTH LINE OF VACATED S 58TH STREET;
- 2) THENCE WEST ALONG SAID SOUTH LINE, NORTH 88°22'17" WEST, 4.44 FEET MORE OR LESS TO THE NORTHEASTERLY CORNER OF THE WESTERLY 42.78 FEET OF LOT 1 IN BLOCK 14 OF ELMWOOD ADDITION TO TACOMA, W.T. ACCORDING TO PLAT RECORDED IN BOOK 3 OF PLATS AT PAGE 42;
- 3) THENCE NORTHWESTERLY, NORTH 14°28'30" WEST, 41.63 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 98,873 SQUARE FEET, OR 02.27 ACRES MORE OR LESS.



**Exhibit "B"**  
General Map Depiction

