AGENDA

DECEMBER 10, 2018
6:00 P.M. MPT HEADQUARTERS
4702 S. 19TH STREET
TACOMA, WA 98405

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

COMMISSIONERS
ANDREA SMITH, PRESIDENT
AARON POINTER, CLERK
ERIK HANBERG
TIM REID
JESSIE BAINES, JR.

6:00 P.M. CALL TO ORDER

ROLL CALL

FLAG SALUTE

SPECIAL PRESENTATIONS
TACOMA POLICE REPORT OUT

PRESIDENT'S REPORT

STANDING COMMITTEE & COMMISSION REPORTS

NOMINATIONS FOR 2019 BOARD OFFICERS

EXECUTIVE DIRECTOR’S REPORT

REGULAR MEETING

CITIZEN COMMENTS

MINUTES

(5-10) MINUTES OF THE NOVEMBER 26, 2018 REGULAR BOARD MEETING

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

(11-12) RESOLUTION NO. C93-18: APPROVAL OF WARRANTS CLAIM FUND FOR NOVEMBER 2018
(Contact: Erwin Vidallon, Chief Financial Officer)

REGULAR AGENDA

PURCHASING RESOLUTIONS
(Requiring one reading for adoption)

(13-20) RESOLUTION NO. P94-18: AUTHORIZING PURCHASE OF GOODS AND SERVICE FOR METRO PARKS TACOMA
1. GATEWAY TICKETING SYSTEMS FOR POS MAINTENANCE, SUPPORT AND ENHANCEMENTS FOR 2019 & 2020 IN THE AMOUNT OF $230,000
   (Contact: Alan Varsik, Director of Zoological & Environmental Education)

2. DEEP FOREST CHALLENGE FOR ROPES COURSE / ZIP LINE EXPERIENCE FOR 2019 & 2020 IN THE AMOUNT OF $650,000
   (Contact: Alan Varsik, Director of Zoological & Environmental Education)

3. ANIMAL RIDES UNLIMITED, LLC FOR CAMEL RIDE REVENUE SHARE PROGRAM FOR 2019 & 2020 IN THE AMOUNT OF $400,000
   (Contact: Alan Varsik, Director of Zoological & Environmental Education)

4. KING FEED FOR ANIMAL FOR 2019 & 202 IN THE AMOUNT OF $250,000
   (Contact: Alan Varsik, Director of Zoological & Environmental Education)

5. MILIKEN MEAT FOR CARNIVORE DIET FOR 2019 & 2020 IN THE AMOUNT OF $150,000
   (Contact: Alan Varsik, Director of Zoological & Environmental Education)

6. ASSOCIATED PETROLEUM PRODUCT INC. FOR BULK FUEL IN THE AMOUNT OF $214,000
   (Contact: Marian Becker, Director of Parks & Recreation)

PUBLIC WORKS PURCHASING RESOLUTIONS
(Requiring one reading for adoption)

(21-26) RESOLUTION NO. PW95-18 POINT DEFIANCE PARK WATERFRONT PHASE 1
GUY F. ATKINSON CONSTRUCTION, LLC CONTRACT CHANGE ORDER NO. 24
FOR TRAIL, BRIDGE, AND PENINSULA
(Contact: Debbie Terwilleger, Director of Planning & Development)

SINGLE READING RESOLUTIONS
(Requiring one reading for adoption)

(27-34) RESOLUTION NO. R96-18: ADOPTING 2019-2020 STATE & FEDERAL LEGISLATIVE AGENDA FOR THE METROPOLITAN PARK DISTRICT OF TACOMA
(Contact: Joe Brady, Chief Strategy Officer)
(35-76) **RESOLUTION NO. R97-18:** APPROVING MOUs WITH DISTRICT FOUNDATIONS FOR 2019  
(Contact: Sandra Eliason, Chief Marketing & Development Officer)

**SECOND READING RESOLUTIONS**  
(Requiring two readings for adoption)

(77-81) **RESOLUTION NO. RR92-18:** ADOPTING THE 2019-2020 BIENNIAL BUDGET  
(Contact: Erwin Vidallon, Chief Financial Officer)

**FIRST READINGS:**  
(Requiring two readings for adoption)

**UNFINISHED BUSINESS**

**NEW BUSINESS**

**BOARD COMMENTS**

**ADJOURNMENT**

**UPCOMING BOARD MEETINGS**

<table>
<thead>
<tr>
<th>Date</th>
<th>Meeting Type</th>
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<tbody>
<tr>
<td>January 14, 2019</td>
<td>Regular Park Board Meeting</td>
<td>6:00 PM</td>
<td>Park Headquarters</td>
</tr>
<tr>
<td>January 16, 2019</td>
<td>Capital Improvement Committee</td>
<td>5:00 PM</td>
<td>Park Headquarters</td>
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<tr>
<td>January 21, 2019</td>
<td>Committee of the Whole</td>
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<td>Park Headquarters</td>
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<tr>
<td>January 28, 2019</td>
<td>Regular Park Board Meeting</td>
<td>6:00 PM</td>
<td>Park Headquarters</td>
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* 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
November 26, 2018

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

IN THE CHAIR: Andrea Smith

PLACE: 4702 South 19th Street

FLAG SALUTE: Commissioner Hanberg

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

PUBLIC HEARING #2 2019-2020 Biennial Budget
Erwin Vidallon commented that this is the second public hearing on that 19-20 District Budget.

Shon Sylvia was introduced and outlined the key factors influencing 19/20 budget development including better aligning roles and services with the City of Tacoma, responding better to community needs such as population shifts, housing affordability, homelessness and levels of service. He noted that District will continue to think globally and act locally by ensuring the advancing the three pillars of sustainability. Changes in the system will include things such as adjustments in levels of service, taking care of new assets, improving back-end systems, and ensuring a diverse workforce. Mr. Sylvia also highlighted District challenges and opportunities including balancing free & fee as well as access & fee waivers. In addition, staff will address the revenue to expense gap with fund balance carry over, as well as continue to work on alternative revenue sources. Mr. Sylvia commented that on lining of new assets will require attention to maintenance and sustainability. The District will also continue to address diversity, equity and inclusion as it relates to gaps in level of service. In order the manage expenses staff will by looking at realigning of business units, exploring early retirement incentives, utilizing partnership agreements and contracting services. The District will continue its effort with the City of Tacoma to rework the Master Operating agreement.
Mr. Vidallon reviewed the budget at a glance noting total expenditures, revenues, fund balance and full time positions. He then reviewed a table with operating financials as compared to 2017-18. Mr. Vidallon noted the increase from 2018 to 2019 for earned revenue reflects a shift in revenue recognition from grants and donations for marketing rights/sponsorships as earned revenue. Within the area of earned revenue, general fund has a 23.9% increase in 2019 and a 4.9% increase in 2020. Enterprise funds reflect a 7.7% increase in 2019 and 5.7% increase in 2020. General fund balance is being budgeted at target of 7%. Staff commented that property and sales taxes have consistently represented approximately 48% of the agency’s total revenue budget. Spikes in property values may begin leveling off within the next 4-6 years.

A history of current levy rates and levy amounts for Metro Parks was briefly reviewed. Staff indicated that regular tax levy for 2019 at $16,190,724 is before any final state assessed value, but it includes an estimate for new construction value adjustments, which are calculated at the end of the calendar year.

An overall budget financial slide was then reviewed. The slide revealed a balanced budget for the general fund departments, while maintaining a 7% fund balance target. The enterprise funds are projected to be in good standing with a balanced budget at the end of the biennium with target reserves of 7% of the biennium expenditures for ZEED and the Boathouse Marina. However, Meadow Park will continue to have a projected negative ending balance due to an inter-fund loan from the general fund that was made in 2016. The loan is anticipated to be fully paid-off by December 2023. Mr. Vidallon reviewed a full time personnel summary noting 13 new full time positions due in large part to new assets being brought on line including the aquarium and Eastside Community Center.

Debbie Terwilleger commented on the capital bond fund allocations categories noting major changes between categories will be acknowledged through board budget and CIP action. Staff then reviewed a 6-year capital program funding breakdown for 2019-2024. Ms. Terwilleger commented on the 2019 – 2024 capital program ($14,602,519) highlights as follows:

- Growing number of unfunded projects
- Strategic use of bond dollars for matching grants & new funding
- Program reflects Bond Shift Assumptions
- Three major projects made whole
- Neighborhood Parks/Small Caps Sub Category remains unchanged
- Growing emphasis on infrastructure upgrades
- Playgrounds/parking lots/hard surface courts/ADA compliance
- Waterfront park—FWDA, Pt Defiance Marina etc.
- Historical/cultural improvements
- Fort Nisqually/Point Defiance Historic Lodge/Shelters

Ms. Terwilleger further commented that the 19-20 capital program includes the following:

- 2019 – 2020 proposed: $54,631,616
- Reflects the completion of the “mega” projects
- Completion of 60 existing projects in process (Owen Beach, Loop Trail)
- 55 new projects emphasizing community/neighborhood parks
- Better integration of lifecycle analysis to inform capital improvements
- New participatory budgeting outreach strategies for equity
- Community Impact projects, Titlow, Lincoln Park
- Collaboration with Puyallup Tribe of Indians
Within the department of Planning, workplan highlights were noted as:

- Plan for the next phases at Point Defiance Park
- Complete planning for future of Ruston Way, Titlow, & Swan Creek
- Use data-driven decision making to update Sustainability Plan (sea level rise, tree canopy, stormwater, etc)
- Incorporate JMAC and LOS studies to address gaps
- Expand community engagement for park projects to underserved populations
- Shared condition assessment for co-managed properties with City of Tacoma

Marina Becker presented the workplan highlights to Parks and Recreation as follows:

- Advance conservation engagement & environmentally responsible practices
- Manage encampment impacts & develop strategies to support people experiencing homelessness
- Provide new & enhanced parks, facilities & trails managing level of service for efficiency & sustainability
- Provide inclusive & equitable programs & services to a diverse community with an emphasis on youth
- Focus on infrastructure & preventative maintenance
- Work with volunteers, partners, & alternative providers to redefine & expand service delivery & engage community

Alan Varsik provided the following as workplan highlights within ZEED:

- Ensure high quality animal care
- Advance District-wide conservation engagement goals
- Enhance storytelling capacity internally and externally
- Open the new bald eagle exhibit
- Identify and develop the new role for the North Pacific Aquarium and Arctic Tundra exhibits
- Implement a new tram experience at Northwest Trek

Pete Mayer remarked on the following operational highlights for Business and Innovation Department:

- Advance the District's diversity, equity and inclusion values through new policy, practices and learning
- Assess and update information technology systems
- Update and expand emergency preparedness plans
- Implement recommendations of the foundations optimization study
- Provide greater social connectivity among users and the District
- Leverage community partnerships to align park properties, programs and services with sister agencies

Shon Sylvia commented on the operational highlights for the department of Governance & Direction as follows:

- Develop a comprehensive diversity, equity and inclusion approach
- Engage community partners in evaluating the feasibility of the Heidelberg Sports Village concept
- Conduct a District-wide Level of Service Study to inform future facility and program planning
• Implement a comprehensive legislative advocacy program
• Facilitate community-wide visioning across multiple sectors to reimagine Ruston Way
• Pursue opportunities to develop a joint maintenance facility with Tacoma Public Schools

In closing, Mr. Sylvia commented that that the key budget takeaways include:
• Tacoma already have one of the best park systems in America
• New assets are making it even bigger and better
• That creates additional maintenance and operations needs
• There are cost factors, such as aging workforce, rising minimum wage, increasing nondiscretionary costs, limits on tax revenues, etc.

Commissioner Hanberg thanked staff for the follow up provided to him related to tax collection. Commissioner Hanberg and staff engaged in brief dialogue about the self-insured budget line item.

Commissioner Reid commented that he was appreciative of the format of this year’s budget presentations.

Brett Johnson, member of the Nature & Environment Advisory Council thanked the Board for including additional funding for volunteer coordination. He requested that the District continue to work with the Washington Conservation Corp. if the budget allows.

Being no additional public comments the public hearing was closed by President Smith.

SPECIAL PRESENTATIONS None

PRESIDENTS REPORT
President Smith commented positively on the Down Town on the Go bus ride to Eastside Community Center with Executive Director Shon Sylvia. She also commented on the success of the Zoolights opening night.

STANDING COMMITTEE AND COUNCIL REPORTS
Zoo Liaison Committee
Commissioner Pointer commented that the committee met on November 19, 2018. Agenda items included the following: attendance increases, conservation, polar bear health, Trek trams, zoo society report out, Trek eagle exhibit and zoo society budget.

EXECUTIVE DIRECTOR’S REPORT
Executive Director, Shon Sylvia commented on the following:

• Specialized Recreation Annual Holiday Cruise at Foss Waterway Seaport this Saturday, December 1st
• Santa Visits the Conservatory - Saturday, December 1
• Victorian Holiday Festival at the Conservatory-Saturday, December 8
• Fort Nisqually Living History Museum Holiday event, Saturday, December 1
• Committee of the Whole added for December 3rd to discuss the Legislative Agenda
CITIZEN COMMENTS
Bill Vilonza requested additional signage and enhancements to portable restrooms at the dog park at Point Defiance.

MINUTES OF THE NOVEMBER 13, 2018 REGULAR BOARD MEETING
Commissioner Hanberg moved to adopt the minutes as presented; seconded by Commissioner Pointer and passed on a vote of 5-0

CONSENT AGENDA

RESOLUTION NO. C90-18: REVISING DECEMBER 2018 MEETING SCHEDULE FOR THE BOARD OF PARK COMMISSIONERS
Commissioner Hanberg moved adoption of the consent agenda as presented; seconded by Commissioner Pointer.

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

PURCHASING RESOLUTIONS

RESOLUTION NO. P91-18: AUTHORIZING PURCHASE OF GOOD AND SERVICES FOR METRO PARKS TACOMA
1. KING FEED FOR ANIMAL FEED IN THE AMOUNT OF $125,000

Commissioner Hanberg moved adoption of the consent agenda as presented; seconded by Commissioner Pointer.

Alan Varsik commented that this resolution would allow additional animal food to be purchased & delivered. He further noted that the District has purchased from the vendor in the past but with the addition of animals to ZEED facilities additional authorization is needed as the purchasing threshold has been reached.

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

PUBLIC WORKS PURCHASING RESOLUTIONS None

SINGLE READING RESOLUTIONS None

SECOND READINGS RESOLUTIONS None

RESOLUTION NO. RR88-18: AUTHORIZING 2018 GENERAL TAX LEVY OF REGULAR PROPERTY TAX FOR COLLECTION IN 2019
Resolution was moved and seconded on November 13, 2018 Regular Board Meeting

Being no additional comments that question was called and the resolution passed on a vote of 5-0.
RESOLUTION NO. RR89-18: AUTHORIZING EXCESS TAX LEVY FOR UNLIMITED TAX GENERAL OBLIGATION (UTGO) BOND REDEMPTION

Resolution was moved and seconded on November 13, 2018 Regular Board Meeting

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

FIRST READING RESOLUTIONS

RESOLUTION NO. RR92-18: ADOPTING THE 2019-2020 BIENNIAL BUDGET

Commissioner Hanberg moved adoption of the consent agenda as presented; seconded by Commissioner Pointer.

Erwin Vidallon acknowledged staff for their work on the presented budget.

Being no additional comments the resolution was moved to second reading on December 10th.

UNFINISHED BUSINESS None

NEW BUSINESS None

BOARD COMMENTS:

ADJOURN:
Being no further business, the meeting was adjourned at 7:05 p.m.

APPROVED:

______________________________  ______________________________
President                        Clerk

Submitted by: Jennifer Bowman, Board Secretary
METROPOLITAN PARK DISTRICT OF TACOMA

RESOLUTION NO. C93-18

APPROVAL OF WARRANTS CLAIM FUND FOR NOVEMBER 2018

WHEREAS, the Board of Park Commissioners approved, appropriated and adopted the 2017-2018 Biennial Budget in Resolution No. RR115-16, dated December 12, 2016 to meet public expenses, bond retirement, interest and operational expenses for the biennium ending December 31, 2018; and

WHEREAS, the Board of Park Commissioners has authorized the Executive Director to establish procedures to meet the fiscal year public debt, to maintain accountable records of all transactions, and to provide certification that labor and debt claims have been met; now, therefore, be it

RESOLVED by the Board of Park Commissioners of the Metropolitan Park District of Tacoma that the warrants issued to meet obligations in the Warrants Claim Fund and the Disbursements by Funds in the amounts and for the period indicated on Attachment "A" have been audited and certified by the auditing officer as required by RCW 42.24.080 and those expense reimbursement claims certified as required by RCW 42.24.090, be approved for payment.

The foregoing resolution was adopted by the Board of Park Commissioners of the Metropolitan Park District of Tacoma at a regular meeting held on _________________, 2018.

ATTEST:  

President

Secretary  

Clerk
BLANKET CERTIFICATION AND WARRANT APPROVAL FORM

AUDITOR'S CERTIFICATION

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against the Metropolitan Park District of Tacoma, and that I am authorized to authenticate and certify to said claim.

FOR THE PERIOD STARTING NOVEMBER 1, 2018 AND ENDING NOVEMBER 30, 2018.

WARRANTS CLAIM FUND

ACCOUNTS PAYABLE CLAIMS FUND:

Warrant Serial Numbers 325527 to 325840                        AMOUNT:   $6,268,061.21

PAYROLL CLAIMS FUND:

Warrant Serial Numbers 048382 to 048588                        AMOUNT:   $72,294.67

(Most employees receive payment through direct deposit advices, which are paid to the bank through the Accounts Payable Claims Fund.)

TOTAL                                                   $6,340,355.88

Finance and Accounting Auditing Officer
Metropolitan Park District of Tacoma

- Warrant summary reports are available with the board secretary.
- Detail reports and claim vouchers are available in the Finance and Administrative Services Office.
MEMORANDUM

TO: Board of Park Commissioners

THROUGH: Shon Sylvia, Executive Director

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

SUBJECT: Purchasing Resolution

DATE: December 3, 2018

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

Proposed goods and services proposed for purchase and/or acquisition:

Item No. 1

- **VENDOR** Gateway Ticketing Systems
- **GOODS OR SERVICE** POS Maintenance, support and enhancements
- **PRICE** 2019 & 2020 $230,000.00 ($135k PDZA - $95k NWT)
  Includes annual software/hardware support and upgrades, ticket stock, hardware and product enhancements.
- **SOURCE OF FUNDING** 2019 & 2020 PDZA & NWT Administration Budget
- **CONTACT** Alan Varsik, (253) 404-3634

In 2001 Metro Parks Tacoma purchased its Point of Sale Ticketing System from Gateway Ticketing Systems for Point Defiance Zoo & Aquarium and Northwest Trek Wildlife Park. ZEED uses Gateway Ticketing System as its point of sale system for admissions, membership, group sales, on-line and mobile ticketing, and program registrations. To stay current with emerging technology, product enhancements and receive 24/7 support we pay an annual maintenance and support fee of $75,500 for both sites, purchase ticket and card stock for $20k and include $19k to replace POS hardware at the gates to provide a uniform, cleaner sales experience with compact touch screens.
Item No. 2

- **VENDOR**
  Deep Forest Challenge
- **GOODS OR SERVICE**
  Ropes Course/Zip Line Experience
- **PRICE**
  2019 & 2020 $650,000.00
- **SOURCE OF FUNDING**
  2017 & 2018 NWT Operating Budget
- **CONTACT**
  Alan Varsik, (253) 404-3634

On February 1, 2012 staff entered into a revenue share agreement with Deep Forest Challenge to operate high ropes courses at Northwest Trek and Point Defiance Zoo & Aquarium in exchange for a graduated percentage of the revenue and an annual minimum guaranteed. The course at Point Defiance was closed in 2016 to make way for the construction of the Environmental Learning Center. The operating arrangement with DFC allows for Metro Parks to collect all the revenue and pay DFC the revenue less our annual percentage and an additional amount to cover administrative costs, not including the admissions revenue for participants, we receive a guarantee of $49,992 per year plus an average of $9k per year for managing the sales in-house. In 2018 we had 9552 participants and sales totaling $318k. Current purchasing policy requires board approval when payments on revenue share programs exceed $50,000 annually.

- Deep Forest Contract period: 10 years (2012 - 2022)
- MPT collection percent: 5% in year 1 increasing to 10% in year 10
- Annual minimum guarantee: $26,400 year 1 - $49,992 year 10
- Initial Capital investment by DFC: $350,000

Item No. 3

- **VENDOR**
  Animal Rides Unlimited, LLC
- **GOODS OR SERVICE**
  Camel Ride Revenue Share Program
- **PRICE**
  2019 & 2020 - $400,000
- **SOURCE OF FUNDING**
  2019 & 2020 PDZA Camel Budget
- **CONTACT**
  Alan Varsik, (253) 404-3634

At the end of 2013 the decision was made to partner with a local company for this unique experience at the Zoo, this was our first season with Animal Rides Unlimited. Based on our experience staff is recommending Animal Rides Unlimited a Washington LLC located in Spanaway, Washington for the 2019 & 20 seasons. Point Defiance Zoo & Aquarium sells the ride tickets and photos and retains 35% of the gross revenues for rides and 80% for photos. The program has remained successful since it debuted in 2009 with gross sales of over $1.3 million dollars, in 2018 we will net over $92,000. The current purchasing policy requires board approval when payments on revenue share programs exceed $50,000 annually.
Item No. 4

- **VENDOR**  King Feed
- **GOODS OR SERVICE**  Animal Feed
- **PRICE**  2019 & 2020 - $250,000
- **SOURCE OF FUNDING**  2019 & 2020 NWT Zoological Budget
- **CONTACT**  Alan Varsik, (253) 404-3634

In 2017 staff worked with an animal nutritionist to develop a dietary plan to meet the unique dietary needs of the animals in our care. Based on this review, Northwest Trek utilizes several specialized grains developed by Mazuri Brand to feed the animals in the Free Roaming area. The diet is used to supplement the natural browse for moose, whitetail deer, bighorn sheep, caribou and mountain goats. While other vendors can supply this product, it would require Trek staff to drive further than the 8 miles to King Feed, load over $6500 worth of product and then unload at Trek we receive a weekly delivery. Since King Feed delivers to Northwest Trek at no additional charge, purchasing from any other vendor would increase the overall cost and be an inefficient use of staff time.

King Feed is also the closest (8 miles) feed and livestock supply store for staff to purchase misc. items like salt blocks, straw and shavings for animal bedding.

**ITEM NO. 5**

- **VENDOR**  Milliken Meat
- **GOODS OR SERVICE**  Carnivore diet
- **PRICE**  2019 & 2020 - $150,000 ($110k PDZA - $40k NWT)
- **SOURCE OF FUNDING**  2019 & 2020 NWT & PDZA Zoological Budgets
- **CONTACT**  Alan Varsik, (253) 404-3634

Currently there are only a few companies that make zoo-animal specific meat diets (enriched with appropriate vitamins and minerals, etc.);
- Zeed previously used a beef-based diet from Nebraska Packing, but found the quality of the product to be inconsistent and therefore unacceptable for our standards
- Carnivore Essentials, only produces a pork-based product which is higher in fat and can cause digestive issues to certain animals;
- Milliken Meats, which is based in Toronto, sells a horse meat-based diet, which is lean and has consistently been of good quality for many zoos. The slaughter of horses for commercial meat usage is banned in the US, so we have to use a Canada-based company as a supplier. We carry a permit through USDA to import the meat.

Milliken is the preferred diet because it more closely meets the needs of our felines. The bulk of the Milliken meat purchased goes to cats (tigers, clouded leopards, Canada Lynx). Cats are
obligate carnivores and have dietary requirements of higher protein levels most closely matched by Milliken meat. Currently, we are using Milliken meat products at PDZA and NWT it is a high-quality product, providing good gastrointestinal health in our animals. Additionally, we trust the quality control and ethical practices at Milliken.

The current purchasing policy requires board approval when purchases exceed $50,000 annually.

**ADDITIONAL INFORMATION:** For additional information for items 1-5, please contact Alan Varsik at 253-404-3634.

**Item No. 6**

- **VENDOR**
  - Associated Petroleum Product Inc.
- **GOODS OR SERVICES**
  - Bulk Fuel (Resale and Operating)
- **PRICE**
  - Not to Exceed $214,000.00
- **SOURCE OF FUNDING**
  - Point Defiance Marina, Meadow Park Golf Course and General Operating Fund
- **CONTACT**
  - Marina Becker (253) 305-1024

Associated Petroleum Product Inc. (APP) holds the State Contract (#00311) for bulk propane and gasoline; APP has been supplying both gasoline and propane for resale and operations. The Boathouse Marina is the primary user of Associated Petroleum, which is used for resale. Meadow Park, having a fuel tank on site, utilizes Associated Petroleum for operating fuel for their vehicles and equipment and the Tacoma Nature Center uses propane for heating. Propane costs have remained fairly consistent, but unleaded gasoline has been steadily increasing over the last year. Due to the increase in fuel costs we require a change order in the amount of $14,000.00, therefore our anticipated total cost is not to exceed $214,000.00 for 2018.

**ADDITIONAL INFORMATION:** For additional information, please contact Marina Becker at 253-305-1024.
METROPOLITAN PARK DISTRICT OF TACOMA

PURCHASING RESOLUTION NO. P94-18

AUTHORIZING PURCHASE OF GOODS AND SERVICES FOR METRO PARKS TACOMA

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

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

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

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

The foregoing resolution was adopted by the Board of Park Commissioners of the Metropolitan Park District of Tacoma at a meeting held on _________________, 2018.

ATTEST:

[Signatures for President, Secretary, and Clerk]
Exhibit A

to

Purchasing Resolution No. P94-18

Item No. 1

- **VENDOR**: Gateway Ticketing Systems
- **GOODS OR SERVICE**: POS Maintenance, support and enhancements
- **PRICE**: 2019 & 2020 $230,000.00 ($135k PDZA - $95k NWT)

  Includes annual software/hardware support and upgrades, ticket stock, hardware and product enhancements.

- **SOURCE OF FUNDING**: 2019 & 2020 PDZA & NWT Administration Budget
- **CONTACT**: Alan Varsik, (253) 404-3634

Item No. 2

- **VENDOR**: Deep Forest Challenge
- **GOODS OR SERVICE**: Ropes Course/Zip Line Experience
- **PRICE**: 2019 & 2020 $650,000.00
- **SOURCE OF FUNDING**: 2017 & 2018 NWT Operating Budget
- **CONTACT**: Alan Varsik, (253) 404-3634

Item No. 3

- **VENDOR**: Animal Rides Unlimited, LLC
- **GOODS OR SERVICE**: Camel Ride Revenue Share Program
- **PRICE**: 2019 & 2020 - $400,000
- **SOURCE OF FUNDING**: 2019 & 2020 PDZA Camel Budget
- **CONTACT**: Alan Varsik, (253) 404-3634
**Item No. 4**

- **VENDOR**: King Feed
- **GOODS OR SERVICE**: Animal Feed
- **PRICE**: 2019 & 2020 - $250,000
- **SOURCE OF FUNDING**: 2019 & 2020 NWT Zoological Budget
- **CONTACT**: Alan Varsik, (253) 404-3634

**Item No. 5**

- **VENDOR**: Milliken Meat
- **GOODS OR SERVICE**: Carnivore diet
- **PRICE**: 2019 & 2020 - $150,000 ($110k PDZA - $40k NWT)
- **SOURCE OF FUNDING**: 2019 & 2020 NWT & PDZA Zoological Budgets
- **CONTACT**: Alan Varsik, (253) 404-3634

**Item No. 6**

- **VENDOR**: Associated Petroleum Product Inc.
- **GOODS OR SERVICES**: Bulk Fuel (Resale and Operating)
- **PRICE**: Not to Exceed $214,000.00
- **SOURCE OF FUNDING**: Point Defiance Marina, Meadow Park Golf Course and General Operating Fund.
- **CONTACT**: Marina Becker (253)305-1024
MEMORANDUM

TO: Board of Park Commissioners

THROUGH: Shon Sylvia, Executive Director

FROM: Debbie Terwilleger, Director of Planning & Development

SUBJECT: Point Defiance Park Waterfront Phase 1
Guy F. Atkinson Construction, LLC Contract Change Order No. 24 for Trail, Bridge, and Peninsula

DATE: December 5, 2018

EXECUTIVE SUMMARY: This resolution authorizes contract Change Order No. 24 to Guy F. Atkinson, LLC for the Point Defiance Park Waterfront Phase 1 Project-Trail and Bridge & Peninsula, in the amount not to exceed $433,197.31, bringing the contract total to an amount not to exceed $56,352,827.49 (including tax).

CAPITAL IMPROVEMENT COMMITTEE RECOMMENDATION: The Capital Improvement Committee reviewed this resolution at their meeting on November 28, 2018 and recommended forwarding this item on to the full Board for approval.

BACKGROUND: Metro Parks continues to advance the improvements to the Point Defiance Park Waterfront Phase I project that includes the Trail & Bridge, Boat Trailer Parking, Park on the Peninsula, Roundabout and all associated utility and site improvements. Point Defiance Park Waterfront Phase I includes a complex set of sub-projects including capping of a contaminated site that will continue to be used for public park purposes.

Work under this Change Order generally includes additional project costs attributed to the construction of the Tacoma Yacht Club Dock Standpipe Phase 2. The new standpipe system installs a new Fire Department connection continuing from the bottom landings of the gangway runs. This work occurs at Docks A, B, C, D South, D North, E, F and the Guest Dock as a requirement of the Tacoma Fire Department in order to bring the fire suppression system for the TYC docks into compliance.
<table>
<thead>
<tr>
<th>Resolution &amp; Date</th>
<th>Action</th>
<th>Amount Approved</th>
<th>Amount Executed</th>
<th>Total</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/12/15 PW66-15</td>
<td>GC/CM Contract</td>
<td><strong>NOTE 1</strong></td>
<td><strong>NOTE 2</strong></td>
<td><strong>NOTE 3</strong></td>
<td>Pre-Construction</td>
</tr>
<tr>
<td>5/12/2016</td>
<td>Change Order 1 &amp; 2</td>
<td>$370,440.00</td>
<td>$370,440.00</td>
<td>$370,440.00</td>
<td>Add WSST to contract</td>
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<tr>
<td>5/23/16 PW52-16</td>
<td>Change Order 3</td>
<td>$24,275.87</td>
<td>$14,243,592.69</td>
<td>$14,649,278.58</td>
<td>Early Work/Earthmoving</td>
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<tr>
<td>8/15/2017</td>
<td>Change Order 4</td>
<td><strong>SEE NOTE 1</strong></td>
<td>$6,983,889.00</td>
<td>$21,633,174.28</td>
<td>Slag Excavation, Armoring &amp; Clearing of grub</td>
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<tr>
<td>8/22/16 PW78-16</td>
<td>Change Order 5</td>
<td>$26,995,000.00</td>
<td>$26,934,999.82</td>
<td>$48,934,999.82</td>
<td>T/B, Armoring and completion of earthwork</td>
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<tr>
<td>1/23/17 PW7-17</td>
<td>Change Order 6</td>
<td>$261,599.84</td>
<td>$221,580.77</td>
<td>$48,795,854.87</td>
<td>Add'l work requested by EPA to be Reimbursed by EPA</td>
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<tr>
<td>3/27/17 PW27-17</td>
<td>Change Order 7</td>
<td>$312,810.79</td>
<td>$312,810.79</td>
<td>$49,102,565.66</td>
<td>Add'l work requested by EPA &amp; TYC on the peninsula to be reimbursed by EPA &amp; TYC</td>
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<tr>
<td>4/24/17 PW36-17</td>
<td>Change Order 8</td>
<td>$1,413,953.73</td>
<td>$1,351,195.75</td>
<td>$50,460,761.48</td>
<td>Add'l work requested by EPA to be Reimbursed by EPA</td>
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<tr>
<td>5/12/17 PW50-17</td>
<td>Change Order 9</td>
<td>$462,483.60</td>
<td>$462,483.60</td>
<td>$50,923,245.03</td>
<td>Add'l work requested by EPA to be Reimbursed by EPA</td>
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<tr>
<td>6/26/17 PW58-17</td>
<td>Change Order 10</td>
<td><strong>SEE NOTE 2</strong></td>
<td><strong>SEE NOTE 2</strong></td>
<td><strong>SEE NOTE 2</strong></td>
<td>Add'l Work for Pearl St. Roundabout in Original Scope</td>
</tr>
<tr>
<td>7/12/17 PW62-17</td>
<td>Change Order 11</td>
<td>$1,153,688.64</td>
<td>$1,153,688.64</td>
<td>$52,076,933.65</td>
<td>Add'l work requested by EPA to be Reimbursed by EPA</td>
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<tr>
<td>8/14/17 PW72-17</td>
<td>Change Order 12</td>
<td>$814,837.69</td>
<td>$814,837.69</td>
<td>$52,891,771.34</td>
<td>Add'l work requested by EPA &amp; TYC to be Reimb. by EPA &amp; TYC</td>
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<tr>
<td>9/20/2017</td>
<td>Change Order 13</td>
<td>$228,527.32</td>
<td>$228,527.32</td>
<td>$54,229,225.80</td>
<td>No Cost Change Order</td>
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<tr>
<td>10/23/17 PW89-17</td>
<td>Change Order 14</td>
<td>$714,994.31</td>
<td>$708,926.60</td>
<td>$53,600,697.94</td>
<td>Add'l work requested by EPA &amp; TYC to be Reimb. by EPA &amp; TYC</td>
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<tr>
<td>11/27/17 PW105-17</td>
<td>Change Order 15</td>
<td>$400,000.00</td>
<td>$400,000.00</td>
<td>$54,000,000.00</td>
<td>Add'l Owner Contingency needed for construction &amp; tax corr.</td>
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<tr>
<td>12/20/18 PW22-18</td>
<td>Change Order 16 &amp; 17</td>
<td><strong>SEE NOTE 3</strong></td>
<td><strong>SEE NOTE 3</strong></td>
<td><strong>SEE NOTE 3</strong></td>
<td>Add'l work requested by EPA &amp; TYC to be Reimb. by EPA &amp; TYC</td>
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<tr>
<td>5/14/18 PW47-18</td>
<td>Change Order 18</td>
<td>$163,010.88</td>
<td>$163,010.88</td>
<td>$54,392,136.16</td>
<td>Add'l work requested by EPA to be Reimb. by EPA</td>
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<tr>
<td>8/13/18 PW70-18</td>
<td>Change Order 19</td>
<td>$365,900.06</td>
<td>$365,399.54</td>
<td>$54,757,635.70</td>
<td>Add'l work needed &amp; to be Reimb. by EPA &amp; MPT.</td>
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<td>10/10/2018</td>
<td>Change Order 20</td>
<td>$355,642.64</td>
<td>$355,642.64</td>
<td>$55,113,278.34</td>
<td>Add'l work needed &amp; to be Reimb. by EPA &amp; MPT.</td>
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<td>11/20/2018</td>
<td>Change Order 21</td>
<td>$745,102.67</td>
<td>$745,102.67</td>
<td>$55,858,381.01</td>
<td>Add'l work needed &amp; to be Reimb. by EPA &amp; MPT.</td>
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<tr>
<td>11/20/2018</td>
<td>Change Order 22</td>
<td>$61,249.17</td>
<td>$61,249.17</td>
<td>$55,919,630.18</td>
<td>Add'l work needed &amp; to be Reimb. by EPA &amp; Atkinson</td>
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<tr>
<td>12/10/18 PW-18</td>
<td>Change Order 24</td>
<td>$433,197.31</td>
<td>$433,197.31</td>
<td>$56,352,827.49</td>
<td>Add'l work required by The Tacoma Fire Dept.</td>
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<td><strong>TOTAL</strong></td>
<td></td>
<td>$56,426,993.53</td>
<td>$56,352,827.49</td>
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</tbody>
</table>
**FISCAL IMPACT:** The costs for Point Defiance Park Waterfront Phase I will be accounted for in multiple funds from multiple funding sources including the Metro Parks Tacoma 2005 & 2014 UTGO Capital Improvement Bond, ASARCO Settlement, Department of Ecology, Recreation Conservation Office Grants, the Environmental Protection Agency, and Department of Transportation. The following is a breakdown of the funding sources and project budget:

### Project Funding:

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASARCO Settlement, Preliminary Planning &amp; Interim Construction</td>
<td>$381,242</td>
</tr>
<tr>
<td>2005 UTGO Bond, Ruston Way</td>
<td>$2,746,250</td>
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<tr>
<td>2005 UTGO Bond, Point Defiance</td>
<td>$58,750</td>
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<tr>
<td>2005 UTGO Bond (Fund 323)</td>
<td>$946,770</td>
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<tr>
<td>ASARCO Settlement, Park on the Peninsula</td>
<td>$785,000</td>
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<tr>
<td>RCO WWRP 12-1549D, Point Defiance Missing Link</td>
<td>$2,500,000</td>
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<tr>
<td>RCO LWCF 12-1553D, Point Defiance Missing Link</td>
<td>$500,000</td>
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<tr>
<td>WA State DOE, 2013-2015 Capital Budget, IAA No. C1600009, Point Defiance Trail</td>
<td>$5,000,000</td>
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<tr>
<td>RCO LWCF 12-1555D, The Peninsula at Point Defiance</td>
<td>$500,000</td>
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<tr>
<td>2014 UTGO Bond, Regional Parks &amp; Attractions, Regional Parks, Point Defiance Park</td>
<td>$26,846,058</td>
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<tr>
<td>2014 UTGO Bond, Regional Parks &amp; Attractions, Regional Parks, Point Defiance Park, Roundabout</td>
<td>$1,800,000</td>
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<tr>
<td>2014 UTGO Bond, Regional Parks &amp; Attractions, Waterfront Parks, Peninsula at Point Defiance</td>
<td>$1,860,000</td>
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<tr>
<td>2014 UTGO Bond, Regional Parks &amp; Attractions, Waterfront Parks</td>
<td>$203,666</td>
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<tr>
<td>2014 UTGO Bond, Regional Parks &amp; Attractions, Waterfront Parks, Ruston Way</td>
<td>$996,334</td>
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<tr>
<td>U.S. EPA Cooperative Agreement V-01112201-0, Superfund Remediation of the Peninsula</td>
<td>$25,397,227</td>
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<tr>
<td>WSDOT, Agreement Number LA-8889, Point Defiance Roundabout and Bicycle Connection</td>
<td>$2,500,000</td>
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<tr>
<td>City of Tacoma, Environmental Services, Stormwater</td>
<td>$409,155</td>
</tr>
<tr>
<td>Tacoma Yacht Club</td>
<td>$250,000</td>
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<tr>
<td><strong>Total Project Funding:</strong></td>
<td>$73,680,453</td>
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</tbody>
</table>

### Project Budget:

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Planning &amp; Construction</td>
<td>$381,242</td>
</tr>
<tr>
<td>Planning &amp; Design</td>
<td>$7,412,806</td>
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<tr>
<td>Construction, Soil removal/Stockpiling w/Stormwater Facility (including tax)</td>
<td>$3,000,000</td>
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<tr>
<td>Pre-Construction (including tax)</td>
<td>$405,693</td>
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<tr>
<td>Construction, Earth Work Package/Earthmoving (including tax) C/O 3 &amp; 4</td>
<td>$21,227,482</td>
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<tr>
<td>Construction, Trail, Bridge &amp; Peninsula (including tax) C/O 5</td>
<td>$26,935,000</td>
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<tr>
<td>Construction on Peninsula (including tax) C/O 6 to be reimbursed by EPA</td>
<td>$221,581</td>
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<tr>
<td>Construction on Peninsula (including tax) C/O 7 to be reimbursed by EPA &amp; TYC</td>
<td>$312,811</td>
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<tr>
<td>Construction on Peninsula (including tax) C/O 8 to be reimbursed by EPA</td>
<td>$1,358,196</td>
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<td>Construction on Peninsula (including tax) C/O 9 to be reimbursed by EPA</td>
<td>$462,484</td>
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<tr>
<td>Construction of Pearl St. Roundabout C/O 10, WSDOT to Realb 2.5 Mill</td>
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</tr>
<tr>
<td>Construction on Peninsula (including tax) C/O 11 to be reimbursed by EPA</td>
<td>$1,153,689</td>
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<td>Construction on Peninsula (including tax) C/O 12 to be reimbursed by EPA &amp; TYC</td>
<td>$814,838</td>
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<td>Construction on Peninsula (including tax) C/O 13 &amp; 14 to be reimbursed by EPA &amp; TYC</td>
<td>$708,927</td>
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<tr>
<td>Owner Contingency Increase for construction on Trail, Bridge &amp; Peninsula C/O 15</td>
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<tr>
<td>Construction on Peninsula (including tax) C/O 16 to be reimbursed by EPA</td>
<td>$196,860</td>
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<tr>
<td>Construction on Peninsula (including tax) C/O 17 to be reimbursed by EPA &amp; TYC</td>
<td>$31,668</td>
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<tr>
<td>Construction on Peninsula (including tax) C/O 18 to be reimbursed by EPA</td>
<td>$163,020</td>
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<td>Construction on Peninsula (including tax) C/O 19 to be reimbursed by EPA</td>
<td>$365,900</td>
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<tr>
<td>Construction on Peninsula (including tax) C/O 20 &amp; 21 to be partially reimbursed by EPA</td>
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<tr>
<td>Construction on Peninsula (including tax) C/O 22 to be partially reimbursed by EPA</td>
<td>$748,858</td>
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<tr>
<td>Construction on Peninsula (including tax) C/O 23 to be reimbursed by EPA</td>
<td>$61,249</td>
</tr>
<tr>
<td>Construction on Peninsula (including tax) C/O 24</td>
<td>$433,197</td>
</tr>
<tr>
<td>Construction on SR163 N 46th St to N 54th St. (Roundabout)</td>
<td>$2,281,552</td>
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<tr>
<td>Construction on SR163 N 46th St to N 54th St. (Roundabout) C/O 1</td>
<td>$691,023</td>
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<tr>
<td>Future Construction</td>
<td>$1,954,300</td>
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<tr>
<td>Other Costs</td>
<td>$1,367,369</td>
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<tr>
<td>1% for the Art</td>
<td>$235,067</td>
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<tr>
<td><strong>Total Project Funding:</strong></td>
<td>$73,680,453</td>
</tr>
</tbody>
</table>

**ADDITIONAL INFORMATION:** For additional information, please contact Debbie Terwilliger, Director of Planning & Development, at 253-305-1086.
METROPOLITAN PARK DISTRICT OF TACOMA

RESOLUTION NO. PW95-18

POINT DEFIANCE PARK WATERFRONT PHASE 1
GUY F. ATKINSON CONSTRUCTION, LLC
CONTRACT CHANGE ORDER NO. 24
FOR TRAIL, BRIDGE, AND PENINSULA

WHEREAS, the Board of Park Commissioners of the Metropolitan Park District of Tacoma desires to move forward with the construction of the Point Defiance Park Waterfront Phase 1 project at a total project budget of $73,680,453; and

WHEREAS, Guy F. Atkinson Construction, LLC was selected through a process consistent with the administration of the General Construction/Construction Management (GC/CM) process approved by the State and was awarded the contract for GC/CM on October 12, 2015 by Resolution # PW66-15 for $370,440; and

WHEREAS, staff approved Change Order No. 1 and 2 to add WSST in the amount of $35,252.59 for a total pre-construction contract amount of $405,692.59; and

WHEREAS, the Board of Park Commissioners of the Metropolitan Park District of Tacoma approved Change Order No. 3 for up to an amount of $21,427,820.87 (including tax) for construction services of the Early Work Package/Earthmoving on May 23, 2016 by Resolution # PW52-16; and

WHEREAS, after further negotiations with the contractor, the final amount of Change Order No. 3 was issued for $14,243,592.69 for a total contract amount of $14,649,285.28 leaving a remaining authorized amount of $7,184,228.18; and

WHEREAS, using the remaining authorized amount, Staff further negotiated additional work necessary to move the project forward and issued Change Order No. 4 for $6,983,889.00 for a final Early Work Package/Earthmoving amount of $21,227,481.69 for a total contract amount of $21,633,174.28; and

WHEREAS, the Board of Park Commissioners of the Metropolitan Park District of Tacoma approved Change Order No. 5 for up to an amount $26,935,000 (including tax) for Trail & Bridge work, armoring and completion of earthwork services on August 22, 2016 by Resolution # PW78-16; and

WHEREAS, the Board of Park Commissioners of the Metropolitan Park District of Tacoma approved Change Order No. 6 for up to an amount of $261,599.84 (including tax) for additional work on the Peninsula per EPA requests and reimbursed by EPA, on January 23, 2017 by resolution PW7-17; and

WHEREAS, the Board of Park Commissioners of the Metropolitan Park District of Tacoma approved Change Order No. 7 for an amount not to exceed $312,810.79 (including tax) for additional work on the Peninsula and reimbursed by EPA and The Tacoma Yacht Club, on March 27, 2017 by Resolution No.PW27-17; and
WHEREAS, the Board of Park Commissioners of the Metropolitan Park District of Tacoma approved Change Order No. 8 for an amount not to exceed $1,413,953.73 (including tax) for additional work on the Peninsula and reimbursed by EPA, on April 24, 2017 by Resolution No.PW36-17; and

WHEREAS, the Board of Park Commissioners of the Metropolitan Park District of Tacoma approved Change Order No. 9 for Guy F. Atkinson Construction, LLC for an amount not to exceed $462,483.60 (including tax) for additional work on the Peninsula and reimbursed by EPA on June 12, 2017 by Resolution No. PW50-17; and

WHEREAS, the Board of Park Commissioners of the Metropolitan Park District of Tacoma approved Change Order No. 10 for Guy F. Atkinson Construction, LLC for an amount not to exceed $3,600,000 (including tax) to be partially reimbursed by WSDOT on June 26, 2017 by Resolution No. PW58-17; and

WHEREAS, Change Order No. 10 was never executed, as Guy F. Atkinson Construction, LLC subsequently withdrew their proposal for the Roundabout Construction prior to formal contract amendment for the execution of work described under Resolution No. PW58-17;

WHEREAS, the Board of Park Commissioners of the Metropolitan Park District of Tacoma approved Change Order No. 11 for Guy F. Atkinson Construction, LLC for an amount not to exceed $1,153,688.64 (including tax) to be reimbursed by EPA on July 10, 2017 by Resolution No. PW62-17; and

WHEREAS, the Board of Park Commissioners of the Metropolitan Park District of Tacoma approved Change Order No. 12 for Guy F. Atkinson Construction, LLC for an amount not to exceed $814,837.69 to be reimbursed by EPA and the Tacoma Yacht Club on August 14, 2017 by Resolution No. PW72-17; and

WHEREAS, Change Order No. 13 for Guy F Construction, LLC was a no cost change order to implement Davis Bacon Language; and

WHEREAS, the Board of Park Commissioners of the Metropolitan Park District of Tacoma approved Change Order No. 14 for Guy F. Atkinson Construction, LLC for an amount not to exceed $714,994.31, but was executed for $708,926.61, to be reimbursed by EPA and the Tacoma Yacht Club on October 23, 2017 by Resolution No. PW89-17; and

WHEREAS, the Board of Park Commissioners of the Metropolitan Park District of Tacoma approved Change Order No. 15 for Guy F. Atkinson Construction, LLC for an amount not to exceed $400,000, to increase owner’s contingency on December 11, 2017 by Resolution No. PW105-17; and

WHEREAS, the Board of Park Commissioners of the Metropolitan Park District of Tacoma approved Change Order No. 16 & 17 for Guy F. Atkinson Construction, LLC for an amount not to exceed $228,518.58, to be reimbursed by EPA and the Tacoma Yacht Club, by Resolution No. PW22-18; and

WHEREAS, the Board of Park Commissioners of the Metropolitan Park District of Tacoma approved Change Order No. 18 for Guy F. Atkinson Construction, LLC for an amount not to exceed $163,019.62, to be reimbursed by EPA, by Resolution No. PW47-18; and
WHEREAS, the Board of Park Commissioners of the Metropolitan Park District of Tacoma approved Change Order No. 19 for Guy F. Atkinson Construction, LLC for an amount not to exceed $365,900.06, to be reimbursed by EPA, by Resolution No. PW70-18; and

WHEREAS, the staff negotiated with the contractor and the Executive Director of the Metropolitan Park District of Tacoma approved Change Order No. 20 for Guy F. Atkinson Construction, LLC for an amount not to exceed $355,642.64, to be reimbursed by EPA; and

WHEREAS, Change Order No. 21 for Guy F. Atkinson Construction, LLC was a no cost change order to implement tax and allocation corrections; and

WHEREAS, the staff negotiated with the contractor and the Executive Director of the Metropolitan Park District of Tacoma approved Change Order No. 22 for Guy F. Atkinson Construction, LLC for an amount not to exceed $745,102.67; and

WHEREAS, after further negotiations with the contractor the Executive Director of the Metropolitan Park District of Tacoma approved Change Order No. 23 for Guy F. Atkinson Construction, LLC for an amount not to exceed $61,249.17, to be reimbursed by EPA; Now, therefore, be it

RESOLVED, by the Board of Park Commissioners of the Metropolitan Park District of Tacoma to approve Change Order No. 24 for Guy F. Atkinson Construction, LLC for an amount not to exceed $433,197.31, required by the Tacoma Fire Dept., for a total contract amount not to exceed $56,352,827.49 (including tax),

The foregoing resolution was adopted by the Board of Commissioners of the Metropolitan Park District of Tacoma at a regular meeting held on ________________, 2018.

ATTEST:  


President

Secretary

Clerk
MEMORANDUM

TO: Board of Park Commissioners

THROUGH: Shon Sylvia, Executive Director

FROM: Joe Brady, Chief Strategy Officer

SUBJECT: 2019-2020 State and Federal Legislative Agenda

DATE: December 4, 2018

EXECUTIVE SUMMARY: This resolution provides for the adoption of the 2019-20 Legislative Agenda based upon discussions with Board Members, the executive cabinet, and local agency partners.

BACKGROUND: The enclosed legislative agenda was developed by MPT government affairs staff with input and feedback from the executive cabinet and the Board of Commissioners. We have also consulted the WRPA legislative committee and partners, both governmental and non-profit, in the community in developing this two year legislative agenda.

The primarily capital focus for the upcoming biennium has three parts: 1) a specific capital ask (amount TBD) for a park acquisition/improvement project in the 29th Legislative District (Conway) to assist MPT in closing gaps associated with our 10 minute LOS goals, 2) dollars to assist in achieving 100% design for Waterway Park on the Thea Foss Waterway, and 3) funds to assist in completing the design and construction documents for the restoration of the Titlow Lagoon and associated BNSF Rail Bridge.

In addition to the capital requests above, the agenda supports various state and federal grant programs that we will benefit from in the years ahead. We will also position ourselves positively for any other granting opportunities that arise on the state or federal level. We will closely monitor legislative activity as it relates to municipal finance for cities and counties and work with local government partners across the state to proactively discuss the operating revenue challenges we collectively face. Lastly, many state and federally focused conservation efforts are highlighted.

The 2019-20 Legislative Agenda directly supports the District’s mission, vision and values, and provides direction to staff, contractors and agency partners as we engage with elected officials at the local, state and federal levels. Continued state and federal support for our capital projects and strong inter-governmental partnerships are crucial for our agency’s success.

ADDITIONAL INFORMATION: If you have any questions, please contact Joe Brady at 253-305-1014 or Andrew Austin at 253-305-1021.
METROPOLITAN PARK DISTRICT OF TACOMA

RESOLUTION NO. R96-18

ADOPTING 2019-2020 STATE & FEDERAL LEGISLATIVE AGENDA FOR
THE METROPOLITAN PARK DISTRICT OF TACOMA

WHEREAS, it is incumbent on the Board of Park Commissioners of the Metropolitan Park District of Tacoma to formally adopt a legislative agenda that conveys the Park District’s position on issues that may come before Congress, the Washington State Legislature, the Governor, and various state and federal agencies; and

WHEREAS, the adoption of the legislative agenda will assist and guide Commissioners, staff and our legislative liaisons in seeking support for the Park District’s position on various legislative and administrative actions that could potentially impact the Park District; now, therefore, be it

RESOLVED by the Board of Park Commissioners of the Metropolitan Park District of Tacoma that they hereby adopt the attached Exhibit “A” as the official legislative agenda for the Metropolitan Park District of Tacoma for 2019-2020.

The foregoing resolution was adopted at a regular meeting of the Board of Park Commissioners of the Metropolitan Park District of Tacoma held on ____________, 2018.

ATTEST:

President

Secretary

Clerk
Delivering for our Community

In 2014 Tacoma voters approved a $198 million capital bond measure to help pay for more than 60 improvements and updates throughout the Metro Parks Tacoma (MPT) district. Thanks to strong voter support and numerous partnerships, investments are being made in regional parks like Point Defiance as well as the zoo, community centers, and neighborhood parks. We are leveraging these bond dollars to deliver on our promise to provide quality opportunities to play, learn and grow throughout the Tacoma region. This legislative agenda seeks opportunities to further leverage those dollars. Additionally, it addresses emerging policy issues and concerns and discusses the need for ongoing M&O dollars for our innovative programs and growing amenities.

WASHINGTON STATE LEGISLATURE

Policy Initiatives:

Parks and Recreation Funding. Maintaining a high level of service for robust parks and recreation programs will be a challenge in the decades ahead for MPT and many other parks agencies and local governments throughout our state. With restrictions on property taxes combined with the increasing cost of doing business, our operating revenues will not keep pace with operating expenses.

- MPT will mitigate this challenge with pay-for-use revenues when appropriate, by implementing LEAN business practices and being smart with taxpayer dollars. In the long term, flexibility on property taxes, local improvement districts, impact fees, and other creative sources for local governments will be crucial for maintaining the level of service our citizens expect. As such, supports the Washington State Recreation and Parks (WRPA) effort to study and identify flexible operating revenues for local parks and recreation agencies.

Additionally, MPT supports changing the 1 percent cap on year over year property tax collections up to the rate of inflation in Washington.

Homelessness. MPT operates as a partner in addressing the rising issues of homelessness in Tacoma and supports and coordinates with the City, State, and non-profit strategies to address and solve the root causes of chronic homelessness. The rise in homeless encampments in the City of Tacoma has affected the maintenance and use of park properties, and the feelings of safety for park users.

- Support CoT in seeking funding from the State for homeless services. Funding should prioritize addressing youth homelessness and support City efforts to secure capital funding to establish a youth drop in-shelter. MPT will also coordinate with CoT to seek tools that incentivize affordable housing and programming to prevent homelessness and address the needs of those who become homeless. **MPT supports the city in seeking new funding opportunities and leverage possible strategies in utilizing local housing trust funds, modifying the real estate excise taxes, and other opportunities to enhance the construction of affordable housing.**
- WSDOT owns and operates a large portion of property along the state highway routes in Tacoma. These areas are often used as homeless encampments that are unsafe for the people living there and serve as visual blight for major entry points to our community. MPT supports City efforts to seek legislation or a budget authorization to increase funding for DOT to work with local governments in rapid responses to address WSDOT right of way cleanups. **There are hundreds of encampments on WSDOT properties and MPT will coordinate with other concerned local agencies across the state to seek solutions to address this issue.**

- MPT will also look to how it can perform its due diligence as a partner in addressing root causes of homelessness by leveraging existing park amenities and services to assist the needs of this vulnerable population. This can include but is not limited to providing free showers, job assistance programming, and accessing existing City and local non-profit agency services for homelessness. **MPT will track and support policies focused around local agencies authority to change and enforce policies addressing allowing or disallowing encampments on park properties, and address inconsistent policies and procedures between MPT and the City of Tacoma.**

**Youth Education and Programming.** MPT is working with to expand low-barrier education youth programming to all of Tacoma’s residents. This work is in partnership with Tacoma Public Schools (TPS) and is critical to implementing the whole child initiative and improving community cohesion and educational outcomes.

- MPT partners closely with TPS to deliver wrap-around services for Tacoma’s students. As part of TPS’ Whole Child Initiative, we collaborate on after school sports, after school arts and recreation, and many other creative programs. The 2017 legislative investment in education unfortunately left Tacoma’s schools short changed. The McCleary solution will reduce the amount of funding to Tacoma Public Schools by approximately $150 per student per year, which would devastate TPS’ budget and put in jeopardy many of our collaborative programs. **MPT’s fully supports our education partners and urge the legislature to rectify this situation and fully fund our state’s urban schools districts including Tacoma Public Schools.**

- MPT is working with TPS, The Greater Tacoma Community Foundation, Graduate Tacoma, Pierce County and other community partners to develop a plan for the Puget Sound Taxpayer Accountability Account (PSTAA) in Pierce County. These dollars will inject near-term investments in our communities that will directly service students in achieving a wide range of educational outcomes, which includes implementation of the Whole Child Initiative programs. **MPT opposes any effort to sweep these funds out of the PSTAA. MPT also supports an effort to expand the use of these funds to program endowments and capital expenditures.**

**Environmental Conservation, Health and Safety.**

- The Surface Water Inspection Program, administered by the Tacoma Pierce County Health Department (TPCHD) is crucial for MPT. This program helps our district ensure our creeks, lakes, and swimming beaches are safe for all citizens. Due to cuts in state and federal
funding streams the future of the program is in jeopardy. **MPT fully supports state and federal grants to ensure the water inspection program stays whole.**

- Metro Parks has become increasingly involved in efforts to limit single-use plastics in our region through guest and community engagement, modeling operational sustainability, and engagement of the business community through the Ocean Friendly Restaurant program. **MPT will be uniting with a broad coalition to advance state-wide legislation proposed in the January session banning plastic bags and other plastic items known to threaten ocean wildlife.**

- Point Defiance Zoo & Aquarium and Northwest Trek Wildlife Park have long supported anti-wildlife trafficking initiatives. PDZA and Northwest Trek have joined the US Wildlife Trafficking Alliance in partnership with AZA and are developing an action plan to include consumer awareness and support for federal policy to reduce trafficking. **MPT supports funding the enforcement of anti-trafficking work at the State Department of Fish and Wildlife.**

**Metro Parks Tacoma District Commissioner Compensation.** Last session, MPT successfully passed a bill through the House of Representatives that would align our agency’s commissioner per diem reimbursements in line with the complexity of their duties to oversee a $160M/biennium agency. This bill raises the ceiling on the number of days a year an MPT commissioner could be reimbursed for their time. **MPT encourages the Legislature to recognize that MPT Commissioners govern a unique agency in Washington and support legislation that allows for proper compensation while still staying in alignment with the OFM procedures.**

**Capital Budget Initiatives:**

The capital budget is a critical funding source for Parks and Recreation Projects across the state and in Tacoma. **MPT urges the passing of a comprehensive and bold capital budget.**

- Support the funding levels as recommended by the Recreation and Conservation Funding Board: $130 million for the Washington Wildlife & Recreation Program (WWRP); $12 million for the Youth Athletic Facilities program (YAF); and $6.6 million for the Aquatic Lands Enhancement Account.

- Support MPT capital budget request for a local parks acquisition or partnership development in the South East/Central Tacoma. This section of town has large segments of level of service gaps where community members cannot walk to a park in 10 minutes. We seek a capital budget allocation to help close this gap through land acquisition or a school/non-profit partnership for local parks development.

- In conjunction with the City of Tacoma (CoT) and the Foss Waterway Development Authority (FWDA), Metro Parks is working to develop a regional human power boating facility on the Eastside of the Foss Waterway. An investment of state capital dollars will leverage robust private sector philanthropic fundraising in support of Waterway Park, an effort led by FWDA.

- Support fully funding the salmon enhancement grants in order to protect salmon and fish habitat throughout the state including restoration of the Titlow lagoon. This work is critical to our local restorations and climate resiliency efforts as well as protecting the Puget Sound resident ORCA population.
Transportation Budget Initiatives:
MPT is working with the South Sound Salmon Enhancement Group (SSSEG) to restore the Titlow Lagoon to a critical salmon habitat, which includes the rebuild of a BNSF Rail bridge. **MPT requests funding for the full design and permitting of the Titlow lagoon restoration BNSF rail bridge project. This will give this exciting salmon habitat and educational project an important injection of funds and energy that will leverage addition state and federal grants.**

MPT continues to partner with the City of Tacoma to deliver a robust recreational and safe active transportation network to Tacoma that is attractive to all ages and abilities of users.

- Through existing funds and future transportation packages, MPT urges the legislature to continue to support grant programs that will deliver safe streets and infrastructure for the community. These include but are not limited to, complete streets, safe routes to schools, and other people focused transportation grants.
- Support CoT's efforts to fully fund the Schuster Parkway Promenade, a critical missing link between the Downtown and Point Defiance Trial network.

FEDERAL POLICY INITIATIVES

**Environmental Conservation, Health and Safety.** Conservation education and awareness is a growing part of Metro Park’s mission and work plan. With Point Defiance Zoo & Aquarium and Northwest Trek Wildlife Park taking the lead, we are expanding our reach to raise environmental awareness and action among our constituents and visitors.

- **Support congressional and federal efforts to continue active Red Wolf recovery programs** in the wild in their native range, while maintaining and enhancing robust breeding in zoo-based programs. With a federal court ruling in November 2018 that the USFWS has failed to comply with its duty to continue managing red wolves for recovery, we anticipate that efforts to save this species in the wild will be reinvigorated. Regardless of how those events play out, there is still a lot of work to be done in saving this species with a long-term goal of wild repopulation. Point Defiance Zoo is the national center for the red wolf breeding program and has an off-site breeding facility. It is imperative that the U.S. Fish and Wildlife Service continue this breeding program and extend, and pay for, their contract with Metro Parks to manage this national effort and care for the wolves at this facility.

- **Support ocean policy initiatives of the Aquarium Conservation Partnership** relevant to our region regarding fisheries, marine protected areas, salmon and orca recovery.

- **Support the Washington State Congressional delegation’s Save our Sound effort,** a federal package to assist in the cleanup of Puget Sound. Ocean conservation and cleanup are key educational messages and actions of the Zoo’s new $51 million Pacific Seas Aquarium, opened in September 2018.

- **Support the proposed re-introduction of wild grizzly bears into the North Cascades.** Re-introducing grizzlies to the Pacific Northwest is good for our ecosystems and is simply sound policy.
- Support efforts to ban the sale and imports of shark fins and other anti-wildlife trafficking efforts.
- Protect the Endangered Species Act in its current form and oppose any rollbacks proposed by the Administration or the U.S. Congress through executive actions or legislation respectively.

**Federal Funding Initiatives for Parks and Recreation Infrastructure, Programs and Audiences**

- It is crucial the federal government maintain core social service funding for our community’s most vulnerable populations. In particular, **MPT supports fully funding the USDA summer meals program**, which MPT is a provider of throughout the summer, and senior meals programs, which our non-profit partners host at our community centers.
- **Support legislation to permanently reauthorize the New Markets Tax Credit Program** and provide the Treasury with significant new allocation authority for Community Development Financial Institutions (CDFIs) beyond 2019.
- Thorough our partnerships at **Joint Base Lewis-McChord**, MPT has received Adaptive Sports Grants from the U.S. Department of Veterans Affairs in support of our unique adaptive recreation programs for veterans in our region. This program connects veterans with disabilities to their community and each other and improves their quality of life. In 2019 the grant was not funded, putting strains on the program’s delivery level. **MPT supports restoring and increasing this grant to fully fund and expand our local adaptive veterans programming, in order to serve this significant community in our region.**
- **Advocate for the permanent reauthorization and full funding of the Land and Water Conservation Fund** to conserve public land and invest in local parks projects across the country.
- As part of the decades long goal to realize Tacoma’s Dome to Point Defiance Park vison, MPT and the City of Tacoma are working together on a long-range planning effort to envision and enhance our city’s Ruston Way Waterfront. The project will include in-depth analysis of the infrastructure - particularly the road, sea wall and stormwater systems - as well as the community’s vision for trails and open space. At the conclusion of the multi-phase planning process, we anticipate that state and federal grants will be needed for construction and renovation of this premier waterfront park. Additionally, this process has served as a timely vehicle to discuss climate resiliency with stakeholder and the public. **MPT urges the state and federal government to incentivize and rewards forward thinking processes and projects that incorporate the latest climate and sea level rise science.**

Contact: Andrew Austin, Metro Parks Tacoma, 253-732-9434, AndrewA@Tacomaparks.com
MEMORANDUM

TO: Board of Park Commissioners

THROUGH: Shon Sylvia, Executive Director

FROM: Sandra Eliason, Chief Marketing & Development Officer

SUBJECT: Approve MOUs with Foundations for 2019

DATE: December 10, 2018

EXECUTIVE SUMMARY: A resolution is requested to approve MOUs between Metro Parks Tacoma and five supporting foundations. Approving this resolution will extend agreements with the Foundations until December 31, 2019.

BACKGROUND: Metro Parks Tacoma hired a consultant, The Alford Group, to identify opportunities for creating the best possible alignment for fundraising, administrative, and governance effectiveness of our five supporting Foundations. Their work will be completed in early 2019. To allow time to understand, communicate, and explore implementation of the recommendations, the five foundation boards have agreed to one year extensions of their MOUs and we are asking the Board of Park Commissioners to approve the said extensions.

The following foundations have extended their MOUs with minor edits:

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

Limited edits include date changes to extend the agreements through another year and other minor edits to bring the MOUs into alignment with current foundation practices.

The MOU for Greater Metro Parks Foundation has more extensive edits due to the wrap-up of the Imagine Eastside campaign.

FISCAL IMPACT: Collaborating with and supporting the five supporting foundations will have a positive fiscal impact on Metro Parks Tacoma through the solicitation of philanthropic dollars and services for the benefit of Metro Parks programs, capital projects and services.

ADDITIONAL INFORMATION: For additional information, please contact Sandra Eliason, Chief Marketing & Development Officer, at 253-305-1016.
METROPOLITAN PARK DISTRICT OF TACOMA
RESOLUTION NO. R97-18
APPROVE MOUs WITH FOUNDATIONS FOR 2019

WHEREAS, the Board of Park Commissioners of the Metropolitan Park District of Tacoma wishes to renew its Memoranda of Understanding with the following five supporting foundations: Fort Nisqually Foundation, Northwest Trek Foundation, W.W. Seymour Botanical Conservatory Foundation, The Zoo Society, and Greater Metro Parks Foundation; and

WHEREAS, Metro Parks Tacoma hired a consultant, The Alford Group, to identify opportunities for creating the best possible alignment for fundraising, administrative, and governance effectiveness of our five supporting Foundations; and

WHEREAS, their work will be completed in early 2019 and in order to allow time to understand, communicate, and explore implementation of their recommendations; and

WHEREAS, the current MOUs will expire by year-end or in the first quarter of 2019; and

WHEREAS, to enable the exploration of the consultants recommendations, Metro Parks requests all MOUs be extended for an additional year through 2019, therefore, be it

RESOLVED by the Board of Park Commissioners of the Metropolitan Park District of Tacoma to reaffirm its agreements with the five supporting foundations through five formal memorandum of understandings.

The foregoing resolution was adopted by the Board of Commissioners of the Metropolitan Park District of Tacoma at a regular meeting held on ______________, 2018.

ATTEST:                  President
___________________________
Secretary

___________________________
Clerk
I. **Preamble:**

Greater Metro Parks Foundation (GMPF) (a nonprofit 501c3 organization) operates as a committed partner to the neighborhoods of Tacoma, Washington by supporting the work of the over 100-year-old park district, Metro Parks Tacoma (MPT). GMPF’s mission is “inviting you to build a healthier, more vibrant community by investing in people and parks.” Metro Parks Tacoma was established in 1907 as a municipal corporation to manage park, recreation, and zoological services and facilities for the citizens of Tacoma. Today, MPT is a provider of diversified parks, programs, events, and attractions, including 68 local parks and green spaces, 4 community centers, and more than 10 miles of maintained trails.

II. **Purpose:**

This memorandum of understanding outlines the strategic collaboration between GMPF and MPT to generate funds for parks and parks programs for the citizens of the Tacoma and surrounding communities, and to develop and sustain funding support from private, philanthropic sources.

III. **Planning, Coordination and Communication**

a. GMPF Board will work collaboratively with MPT leadership and staff.

b. GMPF has direct access to the MPT Executive Director or his or her designee to ensure open communication and strategic alignment.

c. An MPT Commissioner will serve as an ex officio member of the GMPF Board and will participate in GMPF Board meetings no less than quarterly.

d. GMPF will participate in MPT’s biennial budget development, including but not limited to participation in developing a list of projects for future bond
issues, and prioritizing programs and capital projects for private philanthropic fundraising.

e. GMPF will provide the Board of Park Commissioners an annual report, at least once a year at a park board meeting in the first quarter following the close of the calendar year.

f. GMPF and MPT agree to identify and mutually support opportunity-based projects that may not be on a current MPT project list, but which provide significant opportunity to foster philanthropy and add to the parks system.

g. For each capital campaign in which GMPF is involved, MPT and GMPF will mutually agree to what constitutes the beginning and the end of the capital campaign for the purposes of planning cost-sharing of campaign expenses.

IV. Authority and Responsibility of GMPF:

a. GMPF shall to the fullest extent possible offset, through private sources of funding, the monetary value received by GMPF of in-kind resources, or monetary assistance from MPT.

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

b.c. GMPF shall provide assistance in soliciting support from the City of Tacoma, Pierce County, State of Washington and the Federal government for initiatives when requested by MPT.

e.d. GMPF shall coordinate any grant funding, including government grants it may be seeking with MPT.

d.e. GMPF will make proposals for funding strategies and projects to MPT that shall be reasonable, build opportunities for greater capacity, and foster efficient and effective effort by GMPF and MPT.

e.f. GMPF will work in partnership with MPT to foster and build a culture of philanthropy within MPT.

f.g. GMPF shall organize and manage an annual fundraiser to generate funds and increase community visibility for Metro Parks initiatives. In years that the proceeds of the annual fundraiser exceed what is needed to cover
GMPF operations and staff, a portion of the excess proceeds shall be dedicated and allocated to other designated MPT programs.

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

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

GMPF may levy a fee of up to 15% on all donations received to offset GMPF expenses, unless expressly prohibited by the donor. The fees will be delineated as follows: for capital campaigns the amount will be actual expenses, including funds to MPT for reimbursed expenses, 7.5% on program funds for administrative costs (e.g., funds management, donor records maintenance and gift accounting, solicitation, acknowledgement and receipt, etc.); 1.5% for pass-through funds (i.e., GMPF receives a check that will be directly passed through to another entity with no other fiduciary responsibility). Determinations as to the appropriate percentage levied for specific projects and funding will be determined by the Finance Committee of the Board of Directors of GMPF in accordance with the above-mentioned guidelines. A separate operating agreement shall be developed to illuminate financial obligations of both parties for fundraising projects over $600,000 gross.

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

**i.k.** GMPF will adhere to the Association of Fundraising Professionals’ Donor Bill of Rights and Standards of Ethical Conduct, a copy of which is attached hereto and made a part of this agreement.
k. GMPF will hold MPT and its officers, agents and employees harmless from all suits, claims, or liabilities of any nature, including attorneys' fees, costs and expenses, for or on account of injuries or damages sustained by any person or property resulting from the negligent activities or omissions or otherwise wrongful conduct of GMPF, its agents or its employees, or on account of any unpaid wages or other remuneration due for services; and, if suit in respect to the above be filed, GMPF will appear and defend the same at its own cost and expense; and if judgment be rendered or settlement made requiring payment of damages by MPT, which damages were caused by the negligent activities or omissions or otherwise wrongful conduct of GMPF, its agent or its employees, GMPF will pay the same on MPT's behalf. GMPF will not be liable or responsible for any claim, demand, loss or liability arising out of the sole negligence or otherwise wrongful conduct of MPT, its agents or its employees.

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

1. GMPF shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, marital status, sexual orientation, sex, age, or the presence of any sensory, mental or physical handicap.

2. GMPF shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, marital status, sexual orientation, sex, age, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to, the following: recruitment, employment, upgrading, demotion or transfer, advertising, lay-off or termination; establishing rates of pay or other forms of compensation; and selection for training.

3. GMPF shall in all solicitation for employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants shall receive consideration for employment without regard to their race, creed, color, national origin, marital status, sexual orientation, sex, age, or the presence of any sensory, mental or physical handicap. The words "Equal Opportunity Employer" shall appear in all employment advertisements.

4. GMPF shall include the intent of the foregoing paragraphs in every contract, sub contract or purchase order for goods or services that are the subject matter of this Agreement.
5. In the event of noncompliance by GMPF with any of the nondiscrimination provisions of the Agreement, MPT shall have the right, at its option, to cancel the Agreement in whole or in part with 60 days written notice.

Paragraph

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

Paragraph

GMPF shall authorize its President to execute all documents necessary to carry out the purpose and intent of this Agreement.

V. Authority and Responsibility of MPT:

a. In consideration for the benefits to be derived by GMPF through this MOU, MPT shall provide without cost to GMPF:

1. use of communications network and equipment reasonably provided to other similarly situated MPT employees (e.g. Internet and wireless network access within the office, use of a dedicated phone line or cellphone, use of a notebook or tablet computer);

2. office usage, files storage space and associated utilities;

3. periodic administrative support including the following:
   i. assistance from MPT grant-writer on an as-needed basis;
   ii. assistance with event planning for purposes of organizing and executing an annual fundraising event;
   iii. assistance with communications and marketing including management of the GMPF website, formatting and distributing of e-newsletters and assistance with writing some of the content, editing and production of photos, access to freelance or in-house designers to create communications materials, video production and editing as budget allows.

4. MPT will track the cost and provide to GMPF by January 31st of the following year a detailed accounting of the services provided above with narrative description of those services.

5. MPT and GMPF will work cooperatively and make reasonable efforts to facilitate fundraisers and sponsored events, and ensure
that community fundraising groups adhere to MPT and GMPF policies regarding fundraising activities on behalf of MPT.

6. MPT will secure and pay for the cost of insurance naming GMPF as policy owner, with the following minimum coverage:
   i. Directors and Officers Liability - $1 million
   ii. General liability - $1 million

7. MPT will pay the administrative costs, including auditing and accounting, necessary to properly document and manage donated funds (e.g., funds management, donor records maintenance and gift accounting, solicitation, acknowledgement, and receipt, etc.) in a total amount not to exceed $20,000 annually. A separate operating agreement shall be developed to illuminate financial obligations of both parties for fundraising projects over $500,000 gross.

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

VI. Staffing

a. During capital campaigns, an assigned MPT Major Gifts Manager will also act as the GMPF Executive Director (hereafter GMPF Executive Director). This title of GMPF Executive Director will be used throughout the term of this MOU when the assigned Major Gifts Manager is acting as an agent of GMPF. In campaign years and in years where no campaign is underway, the GMPF Executive Director will be compensated in accordance with the then applicable Metro Parks Non-represented Salary Schedule for internal equity with other similarly-situated employees, and shall be subject to performance expectations and goals set by the
designated Department Director in consultation with the Metro Parks Executive Director.

1. During capital campaigns the GMPF Executive Director’s base salary and benefits will be considered an expense of the campaign. The base salary and benefits that will be considered a campaign expense for the Eastside campaign shall be no greater than the amount of salary and benefits paid by GMPF to its Executive Director as of December 31, 2016. For future capital campaigns, GMPF and MPT will agree on a campaign by campaign basis as to the amount of the Executive Director’s salary and benefits that will be considered a campaign expense and will be memorialized as described in Section VI f below.

2. When a capital campaign is not underway, MPT will cover the portion of the salary of the Major Gifts Manager reasonably necessary for the Major Gifts Manager to perform the role of GMPF Executive Director.

3. MPT will provide employee benefits for the Major Gifts Manager, including during capital campaigns.

4. MPT may, at times, provide funding for the staff required during a startup phase of a capital campaign that will later be paid out of campaign proceeds and included in the campaign expenses.

5. The salary, not including benefits, for the Major Gifts Manager serving as GMPF Executive Director will be at or higher than the salary and benefits paid by GMPF to its Executive Director as of December 31, 2016.

   b. The Executive Director and other MPT staff as necessary will provide executive level support to the GMPF Board and attend Committee and Board meetings.

   c. The GMPF Board will be given a formal role in performance evaluations, compensation setting, and hiring and firing of the Major Gifts Manager serving as GMPF Executive Director. Final decisions in all matters of employment and compensation will be made by MPT staff.

   d. MPT shall provide necessary campaign-related administrative services to GMPF for normal fundraising and capital campaigns. These services include support services related to data management, reporting, meeting logistics, accounts payable and receivable, and donor correspondence. Specific services are described in the job description for the Donor Relations Associate.
1. During the duration of an identified capital campaign, that portion of the campaign-related administrative service will be reimbursed to MPT out of funds from the campaign.

2. During periods of program funding, MPT will cover the cost of administrative services.

e. MPT will bill GMPF not more than monthly for expenses due for staff as outlined in this section.

f. Specific terms about staffing level, compensation by GMPF and specific services rendered by MPT shall be spelled out in a contract for service to be signed by the Executive Director of MPT or his designee and the GMPF Board President.

VII. New Market Tax credits

a. GMPF will act as (i) the recipient of funds MPT has received for the development of the Eastside Community and Aquatic Center ("Project"), (ii) the leverage lender to the new market tax credit (NMTC) investment fund for the Project, and (iii) a direct contributor of a portion of the MPT funds to the special purpose nonprofit affiliate of MPT that will receive the NMTC funding and develop the project.

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

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

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

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

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

b. Pierce County, Washington shall be the venue of any mediation, arbitration or litigation arising out of this MOU.

c. In the event of any litigation arising from breach of this MOU, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including court costs and attorney’s fees.

IX. Enforcement, Interpretation and Venue:

a. The laws of the State of Washington shall govern the validity, performance, interpretation and enforcement of this Agreement. The venue of litigation relating to this Agreement shall be in Pierce County, Washington.

b. This Agreement shall not be construed either for or against GMPF or MPT, but this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

X. Heading and Wordings:

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

XI. Integration:

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

XII. Term and Termination:

a. The term of this Agreement shall be from the effective date of January 1, 2019 until December 31, 2019.
b. Either party may terminate this Agreement upon ninety (90) days written notice for any reason.

c. As soon as practicable after termination, all monies due and owing either party from the other shall be paid in full and the parties' rights, obligations and privileges shall cease.

XIII. **Designation of Representatives:**

a. For purposes of this Agreement, its Executive Director shall represent MPT. Where written notice to or consent or approval by MPT is required, it shall be given to or made by the MPT Executive Director or his or her designee, unless GMPF is otherwise advised in writing by MPT.

b. For purposes of this Agreement, its President shall represent GMPF. Where written notice to or consent or approval by GMPF is required, it shall be given to or made by the President or his or her designee unless MPT is otherwise advised in writing by GMPF.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the first day of ____________________.

**GREATER METRO PARKS FOUNDATION**

By: ____________________
President
Dated: ____________________

**METROPOLITAN PARK DISTRICT OF TACOMA**

By: ____________________
Executive Director
Dated: ____________________
MEMORANDUM OF UNDERSTANDING
between
METROPOLITAN PARK DISTRICT OF TACOMA (MPT)
And
THE FORT NISQUALLY FOUNDATION (FNF)

I. Communications
a. The Board of Directors of FNF shall communicate with the Board of Park Commissioners at least as provided below:
   i. A presentation of the Annual Report of FNF shall be made to the Board of Park Commissioners at a park board meeting in the first quarter following the close of the calendar year.
   ii. FNF shall provide the Executive Director or his/her designee with quarterly updates detailing FNF activities and shall include the Commissioners on mailing lists for any events sponsored by FNF.
   iii. The MPT Executive Director or his/her designee may serve as an ex-officio, non-voting member of the FNF board to ensure direct and open lines of communication exist.
   iv. The FNF President or his/her designee shall attend meetings of the MPT Resource Development Committee and assist this Committee in the achievement of activities and goals.

II. Authority and Responsibility of MPT:
a. In consideration for the benefits to be derived by it under Article III, below, MPT shall provide without cost to FNF and to the extent that it is reasonably available:
   i. Use of office equipment; and
   ii. An annual pass for each member of the FNF in good standing
   iii. Such other assistance by other MPT Directors/Departments and staff that is reasonably available at MPT’s discretion to further FNF’s mission in supporting Fort Nisqually. Areas for consideration include but are not limited to:
      1. Support services related to data management
      2. Fund development
      3. Grant writing
      4. Marketing and media
      5. Access to information and data bases necessary to support FNF’s mission
      6. Membership sales
      7. Event ticket sales
   iv. Such other assistance by the MPT Director of Parks and Natural Resources and staff that is reasonably available at MPT’s discretion to further FNF’s mission in supporting Fort Nisqually. Areas of consideration include but are not limited to:
      1. Insight into how FNF might successfully interface with various MPT departments, programs, staff and affiliates
      2. Coordination with MPT Executive Director and Board of Commissioners as requested by FNF
      3. Information that assists in aligning FNF and MPT strategic efforts
      4. Advice and guidance on an “as needed” basis
b. MPT and FNF shall work cooperatively and make reasonable efforts to facilitate fundraisers and sponsored events that benefit Fort Nisqually.

c. Insurance:
   i. METRO PARKS TACOMA will secure and pay for the cost of insurance naming the FORT NISQUALLY FOUNDATION as policy owner, with the following minimum coverage:
      1. Directors and Officers Liability $1,000,000
      2. General liability $1,000,000

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

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

III. Authority and Responsibility of FNF:
   a. FNF shall provide as much support for the mission and objectives of Fort Nisqually as it can reasonably generate through soliciting direct financial contributions, providing volunteer assistance, securing private and corporate financial sponsorship and/or underwriting of projects, developing grants and similar activities.
b. FNF will coordinate any government funded grant activity it may be seeking with MPT.

c. FNF will encourage membership in FNF, and shall regularly provide communications and membership services to its members.

d. Except to the extent funds are reasonably necessary for operating expenses of FNF, to replenish or repay loans from endowments or other sources, to accumulate funds for future projects, or for administration of FNF activities or projects, and subject to grant, underwriting and/or sponsorship restrictions, FNF shall disburse to or for the benefit of Fort Nisqually on a timely basis all money raised through grants or through individual or corporate donations, underwriting or sponsorship.

e. FNF funds shall be disbursed to MPT as funding for expenditures by MPT made pursuant to funding priorities and criteria approved in advance by FNF and MPT. Included in the approved list of funding priorities and criteria shall be a schedule of payments by FNF to MPT for costs incurred by MPT in undertaking projects previously authorized for the benefit of Fort Nisqually.

f. FNF shall not undertake to raise funds for any specific capital project unless the project has been approved by MPT. FNF shall provide to MPT, for review and approval, notice of the nature of and plans for any fund raising efforts it plans to undertake to raise funds for the benefit of Fort Nisqually that involves the use of MPT property. In addition, FNF shall give MPT written notice of the status of all on-going fund raising efforts on a regular basis.

g. FNF shall, following review and approval from FNF’s Board of Directors, provide assistance in soliciting support from the City of Tacoma, Pierce County, State of Washington and the Federal Government for initiatives on behalf of Fort Nisqually.

h. FNF will contribute to MPT

   i. A minimum of $15,000 annually to support operating expenses at Fort Nisqually Living History Museum

   ii. All restricted funds received during the year to underwrite such activities of Fort Nisqually as may have been mutually agreed upon

   iii. 25% of the gross revenue from memberships sold paid semi-annually.

i. FNF shall contribute funds to MPT, on or before December 31 of each year this Agreement remains in effect. FNF shall always ensure that the monetary value contributed to MPT under this Article III shall be equal to or greater than the value received by FNF under Article II.

j. On a quarterly basis, and more frequently if necessary or appropriate, FNF shall advise MPT regarding FNF’s then-current projections as to whether its financial support of Fort Nisqually will equal, exceed or fall short of the financial support budgeted by FNF for the then-current year.

k. FNF shall keep accurate financial accounting records maintained in accordance with generally accepted accounting principles, which records shall clearly identify the source and use of funds received by FNF. The books and records of FNF shall be available for review and inspection by MPT or its representatives at all reasonable times.

l. FNF will adhere to the Association of Fundraising Professionals’ Donor Bill of Rights and Standards of Ethical Conduct.

m. FNF shall authorize its President to execute all documents necessary to carry out the purpose and intent of this agreement.

IV. Dispute Resolution:

   a. Any dispute as to the enforcement or interpretation of this agreement shall be determined by binding arbitration conducted in accordance with the laws of the State of Washington.
b. The parties shall try to agree upon a single arbitrator. If they cannot agree upon an arbitrator within 10 business days of a notice of arbitration, then either party may apply to the Pierce County Superior Court for the appointment of the arbitrator. Each party shall pay half of the arbitrator’s fees and cost.

V. Enforcement, Interpretation and Venue:
   a. 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.
   b. The prevailing party in any arbitration arising under this agreement shall be entitled to reasonable attorney’s fees and costs and expert witness fees.
   c. This agreement shall not be construed either for or against FNF or MPT, but this agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

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

VII. Integration: There are no oral agreements between the parties affecting the meaning, content, purpose or effect of this agreement. This agreement shall not be modified except in writing duly authorized and executed by both parties.

VIII. Terms and Termination:
   a. The term of this agreement shall be from the effective date of March 31, 2017 to March 31, 2019 through December 31, 2019, and supersedes the previous agreement effective through March 31, 2019. The agreement may be extended for additional two-year periods on a calendar year basis if both parties consent to such extension in writing before the termination.
   b. Either party may terminate this agreement upon ninety (90) days written notice for any reason.
   c. As soon as practicable after termination, all monies due and owing either party from the other shall be paid in full and the parties’ rights, obligations and privileges shall cease; provided, however, that MPT shall take steps reasonably necessary to guarantee that FNF members and other donors receive the use of each member’s annual pass until it expires.

IX. Designation of Representatives:
   a. For purposes of the agreement, its Executive Director shall represent MPT. Where written notice to or consent or approval by MPT is required, it shall be given to or made by the MPT Executive Director or his or her designee, unless FNF is otherwise advised in writing by MPT.
   b. For purposes of this agreement, its President shall represent FNF. Where written notice to or consent or approval by FNF is required, it shall be given to made by the President or his or her designee unless MPT is otherwise advised in writing by FNF.
IN WITNESS WHEREOF, the parties hereto have executed this document as of the first day of

FORT NISQUALLY FOUNDATION

By:____________________

Its Board President

Dated:__________________

METROPOLITAN PARK DISTRICT OF TACOMA

By:____________________

Its Executive Director

Dated:__________________
MEMORANDUM OF UNDERSTANDING

By and between

METROPOLITAN PARK DISTRICT OF TACOMA (MPT)

And

THE W.W. SEYMOUR BOTANICAL CONSERVATORY FOUNDATION (WWSBCF)

Preamble:
The historic W.W. Seymour Botanical Conservatory (Conservatory) at Wright Park was built in 1908. In 1975 the Park and Conservatory became sites on the National Register of Historic Places. The W.W. Seymour Botanical Conservatory Foundation (WWSBCF) is a 501(c)(3) nonprofit organization founded in 1996. Its mission is to support the horticultural and educational vision of the Conservatory, ensuring that future generations will enjoy the unparalleled oasis of discovery, enjoyment, and appreciation that the Conservatory offers.

Purpose:
The purpose of this Memorandum of Understanding (MOU) is to identify the framework and partnership between Metro Parks Tacoma (MPT) and the WWSBCF, as well as to strengthen collaboration between these two organizations in their support of the mission of the Conservatory.

I. Responsibility of WWSBCF:
   a. General:
      i. WWSBCF shall support the mission and objectives of The W.W. Seymour Botanical Conservatory through soliciting direct financial contributions, providing volunteer assistance, securing private and corporate financial sponsorships and developing grants.
   b. Communications
      i. The Board of Directors of WWSBCF shall communicate with MPT at least as provided below:
         1. An annual report-out presentation from WWSBCF shall be made to the Board of Park Commissioners at a park board meeting in the first quarter following the close of the calendar year.
         2. WWSBCF shall provide the designated MPT staff liaison with regular updates detailing WWSBCF activities and shall include the Board of Park Commissioners on mailing lists for any events sponsored by WWSBCF.
         3. The WWSBCF President, his/her designee, or the MPT staff liaison shall attend meetings of the MPT District-wide Resource
Development Committee and assist this Committee in the achievement of activities and goals.

c. Financial

i. WWSBCF shall disburse to or for the benefit of MPT all money raised through grants, sponsorships, underwriting or donations, according to a mutually agreed upon schedule. Exceptions will be made for funds reasonably necessary for operation and administration of WWSBCF and its fundraising projects, while honoring any restrictions associated with specific grants, sponsorships or donations.

ii. WWSBCF may implement an administrative service fee on all funds raised or handled. The fees will be delineated as follows: Unless expressly prohibited by the donor, the WWSBCF may levy a fee of up to 15% on all donor-restricted investments to offset WWSBCF administrative costs (i.e. funds management, gift accounting, solicitation, acknowledgement and receipt). Determinations as to the appropriate percentage levied for specific projects and funding will be determined together by the Board of Directors of WWSBCF and MPT Marketing and Resource Development Division in accordance with the above mentioned guidelines and in adherence to Association for Fundraising Professionals standards. A copy of said standards are attached hereto and incorporated into this agreement by reference.

iii. WWSBCF will contribute to MPT
   1. $1,000 annually to support the Conservatory;
   2. All restricted funds received during the year to underwrite such activities of Conservatory as may have been mutually agreed upon, less any applicable WWSBCF administrative fees; and,
   3. 25% of the gross revenue from memberships sold in 2017 and 2018, paid semi-annually.

iv. WWSBCF shall contribute funds received to MPT, by January 31st of the following year. WWSBCF shall to the fullest extent possible offset, through private fundraising and advocacy, the monetary value received by WWSBCF of in-kind resources, or monetary assistance from MPT.

v. WWSBCF shall coordinate any government funded grant activity it may be seeking with MPT.

vi. WWSBCF shall work with MPT to establish an approved list of projects, with funding priorities and criteria, suitable for fundraising.

vii. WWSBCF shall not undertake to raise funds for any specific capital project unless the project has been approved by MPT. WWSBCF shall provide to MPT, for review and approval, notice of the nature of and plans for any fund raising efforts it plans to undertake to raise funds for the benefit of Conservatory that involves the use of MPT property. In
addition, WWSBCF shall give MPT written notice of the status of all ongoing fund raising efforts on a regular basis.

viii. WWSBCF shall, following review and approval from WWSBCF’s Board of Directors, provide assistance in soliciting support from the City of Tacoma, Pierce County, State of Washington and the Federal Government for initiatives on behalf of the Conservatory.

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

x. WWSBCF shall keep accurate financial accounting records maintained in accordance with generally accepted accounting principles, which records shall clearly identify the source and use of funds received by WWSBCF. The books and records of WWSBCF shall be available for review and inspection by MPT or its representative’s at all reasonable times.

xi. WWSBCF will adhere to the Association of Fundraising Professionals’ Donor Bill of Rights and Standards of Ethical Conduct, a copy of which is attached here to and incorporated into this agreement by reference.

xii. WWSBCF shall authorize its President to execute all documents necessary to carry out the purpose and intent of this agreement.

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

II. Responsibility of MPT:

a. General:

i. MPT and WWSBCF shall work cooperatively and make reasonable efforts to facilitate fundraisers and sponsored events that benefit the Conservatory.
ii. Insurance: MPT will secure and pay for the cost of insurance naming WWSBCF as policy owner, with the following minimum coverage:

- Directors and Officers Liability $1,000,000
- General liability $1,000,000

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

b. Communications:

i. MPT shall communicate with the Board of Directors of WWSBCF Board at least as provided below:

1. The MPT Executive Director shall assign his/her designee(s) to act as liaison(s) to the WWSBCF board to ensure direct and open lines of communication exist between the two entities.

ii. Include WWSBCF as a recipient of regular written communications and presentations about MPT, e.g. presentations to MPT Advisory Councils.

iii. Provide periodic opportunities for WWSBCF to successfully interface with various MPT departments, programs, staff and affiliates as needed.

iv. Share information with WWSBCF as needed to further the intent of this agreement, or as reasonably requested by WWSBCF, including the following:

a. Information that assists in aligning WWSBCF and MPT strategic efforts; and,

b. Resource Development advice and guidance on an “as needed” basis.

v. A member of MPT’s Executive Cabinet will serve as an ex officio member of the WWSBCF Board and will participate in WWSBCF Board meetings no less than quarterly.

c. Financial:
i. MPT shall provide without cost to WWSBCF and to the extent that it is reasonably available:

1. Use of office equipment and administrative services, including but not limited to use of a MPT printer/copier, postage machine, administrative support with mailings, copying materials, and the use of meeting space and kitchen as needed.

2. An annual MPT familiarization pass for each current board member of the WWSBCF in good standing;

3. Such other assistance by the MPT Chief Marketing and Resource Development Officer and staff that is reasonably available at MPT’s discretion. Areas for consideration include but are not limited to:
   a. Support services related to data management;
   b. Fundraising and gift processing;
   c. Marketing and media;
   d. Access to information and data bases necessary to support WWSBCF’s mission;
   e. Membership sales and data analytics;
   f. Event ticket sales;

4. During capital campaigns, a mutually agreed upon assigned MPT Major Gifts Manager may also act as the WWSBCF Executive Director or as Resource Development staff for WWSBCF in order to ensure adequate time and attention are given to WWSBCF to be successful in raising funds for the campaign. The title of WWSBCF Executive Director may be used throughout the term of this MOU when the assigned Major Gifts Manager is acting as an agent of WWSBCF.

5. Such other assistance by the MPT Director of Parks and Natural Resources Department and staff that is reasonably available at MPT’s discretion to further WWSBCF’s mission.

ii. MPT shall collect payment and issue annual Friends of the Conservatory memberships that are purchased at MPT locations, returning 100% of gross membership dollars to the WWSBCF in semi-annual payments.

III. Dispute Resolution:

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

b. Pierce County, Washington shall be the venue of any mediation, arbitration or litigation arising out of this MOU.

c. In the event of any litigation arising from breach of this MOU, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including court costs and attorney's fees.

IV. Enforcement, Interpretation and Venue:
   a. The laws of the State of Washington shall govern the validity, performance, interpretation and enforcement of this Agreement. The venue of litigation relating to this Agreement shall be in Pierce County, Washington.

   b. This Agreement shall not be construed either for or against WWSBCF or MPT, but this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

V. Heading and Wordings:

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

VI. Integration:

There are no oral agreements between the parties affecting the meaning, content, purpose or effect of this agreement. This agreement shall not be modified except in writing duly authorized and executed by both parties.

VII. Terms and Termination:
   a. The term of this agreement shall be from the effective date of January 1, 2017-2019 to December 31, 2018-2019. The agreement may be extended for additional two-year periods on a calendar year basis if both parties consent to such extension in writing at least thirty (30) days before the termination.
b. Either party may terminate this agreement upon ninety (90) days written notice for any reason.

c. As soon as practicable after termination, all monies due and owing either party from the other shall be paid in full and the parties' rights, obligations and privileges shall cease; provided, however, that MPT shall take steps reasonably necessary to guarantee that WWSBCF members and other donors receive the use of each member's annual pass until it expires.

VIII. Designation of Representatives:

a. For purposes of the agreement, MPT's Executive Director or his or her designee shall represent MPT. Where written notice to or consent or approval by MPT is required, it shall be given to or made by the MPT Executive Director or his or her designee, unless WWSBCF is otherwise advised in writing by MPT.

b. For purposes of this agreement, WWSBCF's President shall represent WWSBCF. Where written notice to or consent or approval by WWSBCF is required, it shall be given to made by the President or his or her designee unless MPT is otherwise advised in writing by WWSBCF.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the first day of ____________.

THE W.W. SEYMOUR CONSERVATORY FOUNDATION

By:________________________

Board President

Dated:_____________________

METROPOLITAN PARK DISTRICT OF TACOMA

By:________________________

Executive Director

Dated:_____________________

OPERATING AGREEMENT
by and between
THE METROPOLITAN PARK DISTRICT OF TACOMA
and
THE POINT DEFIANCE ZOOLOGICAL SOCIETY

THIS AGREEMENT is made and entered into on this ____ day of __________ 2016-2018 by and between the POINT DEFIANCE ZOOLOGICAL SOCIETY ("the ZOO SOCIETY") and the METROPOLITAN PARK DISTRICT OF TACOMA ("METRO PARKS TACOMA").

RECITALS

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

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

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

I. Term: The term of this Agreement will commence on January 1, 2017-2019 and will expire on December 31, 2018-2019, unless extended or terminated earlier pursuant to the provisions herein.

II. Communications:

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

A. Liaison Committee.

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

2. The Director of Zoological and Environmental Education will be responsible for scheduling and coordinating the meetings.

3. The Liaison Committee will serve as a forum to discuss recommendations to METRO PARKS TACOMA on needs and priorities of PDZA and NW Trek.

4. Additionally, the Liaison Committee will serve as the forum for reports from the ZOO SOCIETY and NW Trek to METRO PARKS TACOMA concerning the status of fundraising efforts.

5. An emergency meeting may be called by any member with as much notice as practicable to all members, but no action may be taken unless the meeting is attended by a majority of the voting members.

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

C. The ZOO SOCIETY will present an Annual Report to the Board of Park Commissioners at a park board meeting in the 1st quarter. The presentation will include a written and oral report detailing the activities of the ZOO SOCIETY, including fundraising activities, source by category and use of funds, and all other related aspects of ZOO SOCIETY activities.

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

1. Material and significant changes (excluding emergencies and veterinarian issues) in the animal collection affecting major exhibits.

2. Material and significant changes that limit or restrict the accessibility of the PDZA facilities to the public (excluding emergencies).
3. Material and significant studies, issues, or decisions regarding METRO PARKS TACOMA's zoological and environmental programs relating to PDZA.

4. Material and significant plans for new exhibits, changes in previously approved plans, remodeling or improvements to existing exhibits, or any other capital improvements to be made to PDZA facilities. Matters referred to in this Paragraph need not be brought to the Liaison Committee if the Committee reasonably determines that the ZOO SOCIETY has sufficient involvement in the planning process to make discussions at the Liaison Committee unnecessary or redundant.

5. The annual budget for PDZA and any proposed changes to the Zoo Trek Authority approved formulas for disbursement of sales tax revenues or proposed cost allocations to PDZA by METRO PARKS TACOMA.

6. The annual business plan for PDZA as well as the long-range business plan, the master plan for PDZA, accreditation process, or other significant planning documents.

III. **Authority and Responsibility of METRO PARKS TACOMA:**

A. METRO PARKS TACOMA will retain all authority for the operation, planning, construction, and maintenance of the facilities and for care and treatment of the animal collection at PDZA.

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

1. 10% of the gross revenues from the sale of all general membership categories, including PDZA's split of the Combo Memberships with NW Trek. These funds will be disbursed by the ZOO SOCIETY to the Dr. Holly Reed Conservation Fund in accordance with funding decisions by PDZA Conservation Committee (ConCom).

2. All funds collected in conjunction with premier or sponsor level membership sales that are above the base price of a deluxe household membership. These funds will be applied to the ZOO SOCIETY's annual ConCom commitment specified in IV.A.1.

3. Annual funding of $410,000 to the ZOO SOCIETY, to be paid quarterly for development services, including major gifts, grants, and endowment.
4. To the extent that it is reasonably available METRO PARKS TACOMA will provide to the ZOO SOCIETY:

   a) office space and associated utilities; the ZOO SOCIETY Board will be notified in writing a minimum of six (6) months in advance if office space will not be available.

   b) support services related to data management, marketing, media, and web page management;

   c) use of office equipment; and

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

C. METRO PARKS TACOMA will provide to the ZOO SOCIETY on an annual basis up to 450 general admission tickets, 250 Zoolights tickets and 150 memberships. PDZA will make every reasonable effort to accommodate Behind the Scenes requests of the Zoo Society. All requests must be made to and approved by the General Curator. PDZA staff capacity and the health of the animals always will be the key considerations determining approval. In addition, all members who qualify as “Vision Keepers” will receive a complimentary membership and associated benefits.

D. ZOOBILEE SPECIAL EVENTS

   METRO PARKS will support set-up for the event at no cost to the ZOO SOCIETY, provided that the PDZA remains open to the public the day of the event.

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

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

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

   i. Directors and Officers Liability $1,000,000
ii. General Liability $1,000,000

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

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

IV. Authority and Responsibility of the ZOO SOCIETY:

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

1. The ZOO SOCIETY will contribute $30,000 annually for PDZA ConCom Programs.

2. The ZOO SOCIETY will from its unrestricted funds contribute an amount to be negotiated annually to support METRO PARKS TACOMA staff development and recognition programs.

B. The ZOO SOCIETY will disburse to or for the benefit of PDZA, on a timely basis and in accordance with Paragraphs IV.A, IV.C, IV.D and IV.H, annually
all agreed upon funds raised through grants or through individual or corporate donations. Aside from major fundraising campaigns addressed in IV.K, which are dealt with separately, the ZOO SOCIETY will ensure that the total value (monetary and otherwise) it contributes to PDZA is equal to or greater than the benefits received by the ZOO SOCIETY under Sections III.B, C, D, E, and F.

C. Funding priorities and criteria will be jointly approved by the ZOO SOCIETY and METRO PARKS TACOMA.

D. Restricted funds raised by the ZOO SOCIETY for PDZA programs will be disbursed to METRO PARKS TACOMA pursuant to the donor's intent.

E. The ZOO SOCIETY provides an advisory function to the mission of PDZA. Board members are encouraged to serve on PDZA committees, on an ad hoc basis to provide analysis and advice on a variety of issues, including but not limited to Strategic and Master Planning, exhibit development, community relations, education programming, Dr. Holly Reed Conservation Fund, Animal Welfare Committee, etc.

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

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

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

I. The ZOO SOCIETY will not undertake to raise funds for any specific capital project unless the project has been approved by METRO PARKS TACOMA. The ZOO SOCIETY will provide to METRO PARKS TACOMA, for review and approval, notice of the nature of and plans for any fundraising efforts it plans to undertake to raise funds for the benefit of PDZA that involves the use of PDZA property. In addition, the ZOO SOCIETY will give METRO PARKS TACOMA written notice of the status of all on-going fundraising efforts on a regular basis.
J. The ZOO SOCIETY will, subject to review and approval from the ZOO SOCIETY’S Board of Directors, provide reasonable assistance in soliciting support from the City of Tacoma, Pierce County, State of Washington, and the federal government for initiatives on behalf of PDZA.

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

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

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

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

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

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

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

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

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

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

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

V. Dispute Resolution:

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

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

VI. Enforcement, Interpretation and Venue:

A. The laws of the State of Washington will govern the validity, performance, interpretation, and enforcement of this Agreement. Should either party institute arbitration for enforcement or interpretation of any provision contained herein, the venue of such arbitration will be in Pierce County, Washington.

B. The prevailing party in any arbitration arising under this Agreement will be entitled to reasonable attorney's fees and costs, including expert witness fees.
C. This Agreement will not be construed either for or against the ZOO SOCIETY or METRO PARKS TACOMA, but this Agreement will be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

VII. **Heading and Wordings:**

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

VIII. **Integration:**

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

X. **Term and Termination:**

A. The term of this Agreement will commence on January 1, 2017-2019 and will expire on December 31, 2018-2019, and may be extended for two (2) additional two-year terms.

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

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

XI. **Designation of Representatives:**

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

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

IN WITNESS WHEREOF, the parties hereto have executed this document as of the ___ day of ______________ 2016 2018.

POINT DEFIANCE ZOOLOGICAL SOCIETY

By: __________________________
Its President
Dated: ________________________

And
By: __________________________
Its Executive Director
Dated: ________________________

METROPOLITAN PARK DISTRICT OF TACOMA

By: __________________________
Its President
Dated: ________________________

And
By: __________________________
Its Executive Director
Dated: ________________________
MEMORANDUM OF UNDERSTANDING
By and between
METROPOLITAN PARK DISTRICT OF TACOMA And THE NORTHWEST TREK FOUNDATION

THIS AGREEMENT is made and entered into on this ____ day of 2016 by and between the NORTHWEST TREK FOUNDATION (“NWTF”) and the METROPOLITAN PARK DISTRICT OF TACOMA (“METRO PARKS TACOMA”).

RECATALS

WHEREAS, both METRO PARKS TACOMA and the NWTF wish to protect and enhance Northwest Trek Wildlife Park (“NWT”) for the benefit of the residents of Pierce County the community; and

WHEREAS, the NWTF has provided a significant and ongoing contribution to the benefit of NWT and METRO PARKS TACOMA has enjoyed a productive relationship with the NWTF, which both parties wish to continue; and

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

A—Term: The term of this agreement shall be from the effective date of January 1, 2017 to December 31, 2017.

I. Communications:

A. The Board of Directors of NWTF shall communicate with the MPT Board of Park Commissioners as provided below:

A member of the NWTF Board shall present an Annual Report of NWTF to the Board of Park Commissioners at a park board meeting in the first quarter of each calendar year. This presentation shall consist of a written and oral overview of the activities of the NWTF including fundraising activities, projects, use of funds and any other pertinent aspects of NWTF activities.

The Zoological Environmental Education Department (ZED) Director shall serve as an ex-officio, non-voting member of the NWTF board to ensure direct and open lines of communication.

The MPT Board has established a standing ZED Liaison Committee which meets quarterly to facilitate communications with the Northwest Trek Wildlife Park (NWT) and Northwest Trek Foundation (NWTF). The ZED Director will develop the agenda and coordinate the meetings. The ZED Liaison Committee will be comprised of two MPT Commissioners, two PDZS Board
members, two NWTF Board members; ZEED’s Director, PDZS Executive Director and NWT’s Development Manager will comprise the committee.

II. Authority and Responsibility of METRO PARKS TACOMA-MPT:

A. In consideration for the benefits to be derived by it under Article III, below, to the extent that it is reasonably available METRO PARKS TACOMA-MPT shall provide to NWTF the following items:

- Fundraising expertise, coordination, and support through the Fundraising/Development office at NWT.

- Strategic Plan guidance by the NWT Development Manager, NWT Deputy Director and ZEED Director.

- Access to reports and data bases maintained by NWT and information necessary to NWTF’s mission and fundraising efforts.

- Insight into how NWTF might successfully interface with various METRO PARKS TACOMA-MPT departments, programs, staff and affiliates.

- Coordination with MPT Director and Board of Commissioners as requested by NWTF.

- Information that assists in aligning NWTF and METRO PARKS TACOMA-MPT strategic efforts.

- Advice and guidance on an “as needed or requested” basis.

- To the extent allowed by MPT’s policy and procedures, payment of expenses for business activities such as mileage, meals and general office and meeting related expenses to the NWT Development Manager in support of NWTF/METRO PARKS TACOMA-MPT.

- Any other NWTF financial support must be requested in writing prior to expenditure of any such funds.

B. NWTF and NWTF shall work cooperatively to facilitate fundraisers and sponsored events. When events are held on METRO PARKS TACOMA-MPT property, to the fullest extent it deems appropriate, METRO PARKS TACOMA-MPT may (but shall not be required to) provide direction and supervision of NWTF volunteers.

C. NWTF will employ a development professional (preferably certified) that will adhere to the Association of Fundraising Professionals’ Donor Bill of Rights
and Standards of Ethical Conduct. NWTF will support these efforts on behalf of NWT. [https://afpglobal.org/donor-bill-rights](https://afpglobal.org/donor-bill-rights)

D. Insurance: **METRO PARKS TACOMAMPT** will secure and pay for the cost of insurance naming the NWTF as policy owner, with the following minimum coverage:

Directors and Officers Liability $1,000,000

General liability $1,000,000

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

E.E. NWTF staff will provide reporting to—the NWTF Board of all gift acknowledgements and receipting and provide appropriate recognition and stewardship of such gifts.

D.F. The NWTF donor data and records will be maintained and managed by the NWT Development Manager or designated designee of the ZEED Director in accordance with applicable laws, foundation policies, and guidelines.

E.G. NWTF Development Manager position:

1. The ZEED Director and Deputy Director of NWT will seek NWT Development Manager annual performance evaluation comments from NWTF Board members through the NWTF President.

2. The NWT Development Manager job description will be reviewed and possibly revised annually (with approval of MPT's HR Dept.) during the month of December based upon input from the ZEED Director, Deputy Director of NWT and the Northwest Trek Foundation NWTF Board through the President of the NWTF.
3. The ZEED Director will include members of the NWTF Board to assist in the interview and selection process to fill any vacancy of the NWT Development Manager position. Recommendations from this process will be considered by the ZEED Director.

IV-III. Purpose, Authority and Responsibility of NWTF:

A. Purpose: NWTF is organized exclusively for charitable purposes as defined by the Internal Revenue Code 501(c)-3, solely to help achieve the programmatic and development goals of NWT. As such, NWTF strives to:

- Promote and advance the mission and priorities of NWT
- Conduct fundraising activities coordinated by and with staff in support of NWT designated program and development goals
- Provide professional and technical advice, assistance and support of the designated programs and development goals of NWT as requested by NWT management staff

A.B. NWTF shall remain a Washington nonprofit organization and in good standing with the State of Washington with all of its licenses and fees paid. NWTF will be governed and act in accordance with the State of Washington’s Non-Profit Corporation Act (RCW 24.03).

B.C. NWTF is responsible for board governance based on a comprehensive set of NWTF approved bylaws that clearly address the NWTF Board’s goals and support responsibilities and objective fiduciary responsibilities, including expectations of individual board members based upon ethical guidelines and policies for their service, support and fiduciary activities and support.

C.D. NWTF will annually establish and adhere to standard Budget and Program Goals, to include gift-management and acceptance policies that are in alignment with MPT policies. NWTF staff will provide reporting to the NWTF Board of all gift acknowledgements and receipting and provide appropriate recognition and stewardship of such gifts.

D.E. NWTF shall not undertake to raise funds for any specific capital project unless the project has first been approved by METRO PARKS TACOMA. NWTF shall provide to METRO PARKS TACOMA NWTF shall provide to MPT for review and approval, notice of the nature of and plans for any fund raising efforts it plans to undertake for the benefit of NWT that involves the use of METRO PARKS TACOMA MPT property. In addition, NWTF shall provide METRO PARKS TACOMA written updates of the status of all on-going
fund raising efforts on a quarterly basis. This section also applies to any
government funded grants NWTF may be seeking on behalf of NWT.

E.F. Recognizing the increased resource demands for a capital campaign, the
NWTF will work with METRO PARKS TACOMA to incorporate the involvement
of MPT to develop a project budget and payment schedule that includes an
agreed upon percentage offset of the fundraising goal to defray NWTF
campaign actual expenses. Each major fundraising campaign will be
addressed in a separate agreement approved by the parties budget.
Determinations as to the amount and appropriate percentage levied for
specific projects and funding will be determined by the Board of Directors of
NWTF in accordance with the above mentioned guidelines. The NWTF
Board of Directors must approve in writing any fees as part of the
fundraising project and/or event prior to its execution.

F.G. NWTF shall, following review and approval from NWTF’s Board of Directors,
provide assistance in soliciting support from Local, State and Federal
Government Agencies for government initiatives on behalf of METRO PARKS
TACOMA MPT.

G.H. NWTF will, following review and approval by NWTF’s Board of Directors,
provide operational and strategic advice / recommendations to METRO
PARKS TACOMAMPT.

H.I. NWTF shall make all reasonable efforts to provide volunteer assistance to
NWT when requested by NWT.

I.J. NWTF shall always give best efforts to ensure that the monetary value
contributed to METRO PARKS TACOMAMPT under this Article III shall be
equal to or greater than the value received by NWTF under Article II-A. This
shall be verified in the NWTF annual budget and goals document.

J.K. On a quarterly basis, NWTF shall advise MPT regarding NWTF’s then-current
projects, grants and projections and as to whether it expects to meet the grant
request as requested by METRO PARKS TACOMAMPT the prior year for
that current year. NWTF shall keep accurate financial accounting records
maintained in accordance with generally accepted accounting principles.
These records shall clearly identify the source and use of funds received by
NWTF. The books and records of NWTF shall be available for review and
inspection by METRO PARKS TACOMAMPT or its representative at all
reasonable times upon a 15 day prior notice.

K.L. NWTF shall be solely responsible for the payment of any and all federal, state
and local taxes or charges imposed by law and/or regulation for any activity
that NWTF undertakes.

L.M. Upon approval by NWTF Board of Directors shall authorize as applicable for
each applicable document the President of the NWTF will be authorized to
execute all documents necessary to carry out the purpose and intent of this Agreement.

IV. Hold Harmless

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

VI.V. Dispute Resolution:

Any

A. The parties agree that prior to pursuing any other means of dispute resolution to meet and confer in good faith to resolve any dispute.

B. If after meeting and conferring in good faith the enforcement or interpretation of this Agreement parties cannot resolve the dispute, the parties shall engage in mediation. If the parties cannot agree to a mediator, the parties shall ask for a dispute resolution center to assign a mediator and the cost of said mediation will be determined equally between the parties.

A.C. Should mediation fail, the dispute shall be resolved by binding arbitration conducted in accordance with the laws of the State of Washington. This will be a 3 panel arbitration. Each side may pick one arbitrator and then those 2 arbitrators will select the third arbitrator. The cost of the arbitration is to be split equally between the parties.

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

VIII.VI. Enforcement, Interpretation and Venue:

A. 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.

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

C. This Agreement shall not be construed either for or against the Northwest Trek Foundation Board and its Board Members, NWTF or METRO PARKS TACOMA MPT, but this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

VII. Heading and Wordings:

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

VIII. Integration:

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

XI.X. Operational Management and Control: The NWTF will Operate, Manage and Control the activities of the NWTF in accordance with the Approved By Laws of the NWTF.

NWTF will Operate, Manage and Control the activities of NWTF in accordance with the Approved By Laws of NWTF.

XII.X. Term and Termination:

A. The term of this Agreement shall be from the effective date of January 1, 2019 to December 31, 2019. The Agreement will be automatically extended for additional two-year periods on a calendar year basis unless either party objects to such extension in writing at least 30 days before the termination date.

B. In any event, either party may terminate this Agreement upon ninety (90) days written notice for any reason.
C. As soon as practicable after termination, all monies due and owing either party from the other shall be paid in full and the parties' rights, obligations and privileges shall cease. All other donor monies will be distributed in accordance with donor stipulations and/or as directed by the NWTF Board of Directors.

XIII.XI. Designation of Representatives:

A. For purposes of this Agreement, the Executive Director of MPT or his/her designate shall represent METRO PARKS TACOMA.MPT. Where written notice to or consent or approval by MPT is required, it shall be given to or made by the Executive Director of MPT or his/her designee, unless NWTF is otherwise advised in writing by MPT.

B. For purposes of this Agreement, its Board of Directors shall represent NWTF unless otherwise declared by its Board of Directors. Where written notice to or consent or approval by NWTF is required, it shall be given to or made by the President or Vice President when the President is not available unless METRO PARKS TACOMA.MPT is otherwise advised in writing.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the first day of ________________.

NORTHWEST TREK FOUNDATION (NWTF)  METROPOLITAN PARK DISTRICT OF TACOMA (MPT)

By: ____________________________  By: ____________________________

_________________________  ___________________________
Foundation President      Executive Director

Dated: ____________________________  Dated: ____________________________
MEMORANDUM

TO: Board of Park Commissioners

FROM: Shon Sylvia, Executive Director

SUBJECT: 2019-2020 Biennial Budget

DATE: November 26, 2018

EXECUTIVE SUMMARY: Staff is requesting the Board review for approval the accompanying resolution, which adopts the 2019-2020 Biennial Operating and Capital Budgets for final adoption scheduled for December 10, 2018.

BACKGROUND: The budget development process officially kicked-off on April 2017 when Cabinet members began discussing the strategic direction, operational needs and challenges, and opportunities for innovations as part of our efforts to update MPT’s Strategic Master Plan. Over the course of several months, both staff and community engagement ensued and influenced our 2019-20 recommended biennial budget. This budget is guided by the Six-Year Strategic Master Plan, which provides the road map to ensure the District provides the proper levels of service to the community. Our spending is also guided by the Mission-Led Comprehensive Program Plan, which supports business planning at the program level based on these three areas: active living and community wellness, culture and heritage, and nature and environment.

Staff began budget development with the Board at the July mid-year retreat. At the September 17th staff presented both the draft six-year and two-year capital plan and associated budget. We then presented our recommended 2019-2020 Operating and Capital Budgets with an in-depth review of department budget recommendations at the Board COW on November 5, 2018, followed by public hearings on November 13, 2018 and November 26, 2018.

Public presentation and discussions included:

- Advocacy Summit Presentation and Discussion on October 10, 2018.
- Public Hearings on property tax levies were held October 22 and November 13, 2018.
- Public Hearings and Budget Presentations were held November 13 and 26, 2018.

Changes to the 2019-2020 capital budget from the previously adopted CIP take into account the latest planning schedules based upon completion and progress of current projects, community input and criteria-based prioritization of the 2014 bond-funded projects.

Unless there are unforeseen delays, a final adoption of the budget resolution is scheduled for December 10, 2018.
**FISCAL IMPACT:** The 2019-2020 Operating Budget for all funds is $180,935,965 and the Capital Budget is $54,631,616. The General Fund Operating budget maintains a 7.0% fund balance target that is well within the 5%-10% policy requirement.

**ADDITIONAL INFORMATION:** For additional information on this resolution, please contact Erwin Vidallon, Chief Financial Officer at 253-305-1081.
METROPOLITAN PARK DISTRICT OF TACOMA

RESOLUTION NO. RR92-18

ADOPTING THE 2019-2020 BIENNIAL BUDGET

WHEREAS, the Executive Director of the Metropolitan Park District of Tacoma has recommended a budget and estimate of monies required to meet public expenses, bond retirement, interest and expenses for Metro Parks Tacoma for the 2019-2020 biennium beginning on January 1, 2019 and ending on December 31, 2020; and

WHEREAS, the detail budget is specified in the Executive Director’s Recommended 2019-2020 Biennial Operating and Capital Budget, and

WHEREAS, the secretary of the Board did cause to be published in official legal notices of the local newspaper that the Board of Park Commissioners would meet on November 26, 2018 at the regular meeting place of the Board of Park Commissioners of the Metropolitan Park District of Tacoma giving taxpayers an opportunity to be heard regarding the proposed biennial budget; and

WHEREAS, the Board of Park Commissioners of the Metropolitan Park District of Tacoma did meet at the time specified and offered the opportunity for interested taxpayers, citizens and residents to comment on the proposed biennial budget as detailed below:

October 22, 2018       Public Hearing on Regular & Excess Property Tax Levies  
November 13, 2018     Public Hearing on Regular & Excess Property Tax Levies  
November 13, 2018     Public Hearing on 2019-2020 Biennial Budget  
November 26, 2018     Public Hearing on 2019-2020 Biennial Budget

WHEREAS, the proposed biennial budget does not exceed the lawful limit of taxation as allowed to be levied by the Metropolitan Park District of Tacoma for the purposes set forth in the biennial budget, and estimated expenditures in the biennial budget are deemed necessary to provide park and recreation services to the citizens and residents of Metro Parks Tacoma during the 2019-2020 biennial period; now therefore be it

RESOLVED by the Board of Park Commissioners of the Metropolitan Park District of Tacoma that the 2019-2020 Biennial Budget for the period of January 1, 2019 – December 31, 2020 be approved and appropriated as follows:

Section 1. The required expenditures for departmental needs and operations of Metro Parks Tacoma for the 2019-2020 biennium as noted above are fixed in the following amounts as noted in Exhibit A attached to and incorporated in this resolution.

Section 2. The secretary of the Board is directed to transmit a certified copy of the 2019-2020 biennial budget as adopted by the Board of Park Commissioners of the Metropolitan Park District of Tacoma to the State Auditor of Washington, Division of Municipal Corporations.
Section 3  This resolution shall take effect January 1, 2019 at 12:01 a.m.

The foregoing resolution was adopted by the Board of Park Commissioners of the Metropolitan Park District of Tacoma at a regular meeting held on ________________, 2018.

ATTEST:

President

Secretary

Clerk
<table>
<thead>
<tr>
<th>Fund Type</th>
<th>Fund Name</th>
<th>Sources Revenue</th>
<th>Uses Expenditures</th>
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<tbody>
<tr>
<td>General Fund</td>
<td>General Fund</td>
<td>$64,874,326</td>
<td>$67,609,769</td>
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<td>Use of Fund Balance</td>
<td>$2,735,443</td>
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<td>Debt Service Funds</td>
<td>2010 UTGO</td>
<td>$3,062,708</td>
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<td></td>
<td>2012 UTGO</td>
<td>$2,178,550</td>
<td>$2,178,550</td>
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<td></td>
<td>2014A UTGO</td>
<td>$969,850</td>
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<td>2014B UTGO</td>
<td>$4,259,400</td>
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<tr>
<td></td>
<td>2015 UTGO</td>
<td>$3,236,874</td>
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<td>2016 UTGO</td>
<td>$9,875,800</td>
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<td>2018 UTGO</td>
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<td>Enterprise Funds</td>
<td>Point Defiance Marina Complex</td>
<td>$2,583,619</td>
<td>$2,975,024</td>
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<td>Meadow Park Golf Course</td>
<td>$3,281,000</td>
<td>$3,146,663</td>
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<td>Zoological &amp; Environmental Education</td>
<td>$52,944,655</td>
<td>$54,635,877</td>
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<td>Use of Working Capital</td>
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<td>Internal Service Funds</td>
<td>Equipment Rental</td>
<td>$751,894</td>
<td>$720,000</td>
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<td>Medical Insurance</td>
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<td>Property &amp; Liability Insurance</td>
<td>$275,000</td>
<td>$250,000</td>
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<td><strong>Total Operating Budget</strong></td>
<td><strong>$181,536,844</strong></td>
<td><strong>$180,935,965</strong></td>
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<td><strong>2019-2020 Capital Budget</strong></td>
<td><strong>$54,631,616</strong></td>
<td><strong>$54,631,616</strong></td>
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<td><strong>Total All Funds</strong></td>
<td><strong>$236,168,460</strong></td>
<td><strong>$235,567,581</strong></td>
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