AGREEMENT

TSD-26-038

CITY OF FIRCREST

(WHITTIER ELEMENTARY SCHOOL WHITTIER PARK USE AND RESTORATION)

MAY 6, 2026 – JANUARY 1, 2028

TACOMA PUBLIC SCHOOLS EVERY STUDENT, EVERY DAY.	**AGREEMENT No.** TSD-26-038 *For District Use Only*

between

TACOMA SCHOOL DISTRICT NO. 10
(hereinafter referred to as "the District")
601 South 8th Street
P. O. Box 1357
Tacoma, WA 98401-1357
Contact: Morris Aldridge
Email: maldrid@tacoma.k12.wa.us
Ph: 253.571.3350
and

THE CITY OF FIRCREST
(hereinafter referred to as "City")
115 Ramsdell St,
Fircrest, WA 98466
Contact: Dawn Masko
Email: dmasko@cityoffircrest.net

THIS AGREEMENT is by and between Tacoma School District No. 10 ("District"), a political subdivision of the State of Washington, and the City of Fircrest ("City"), a public municipal corporation organized under the laws of the State of Washington, referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington ("RCW"), provides for interlocal cooperation between governmental agencies; and

WHEREAS, the City of Fircrest's comprehensive plan calls upon the City to partner with regional organizations to facilitate educational opportunities for Fircrest residents; and

WHEREAS, the District owns Whittier Elementary School and the real property upon which Whittier Elementary is located (the "School Site"); and

WHEREAS, except for a small triangle portion owned by the District, the City owns Whittier Park (the "Park"), which is located adjacent to the School Site; and

WHEREAS, since the Park's creation, the City has operated, managed, maintained, and improved the Park in its entirety, including the small triangle portion of the Park property owned by the District; and

WHEREAS, the District plans to redevelop the School Site by constructing a new school facility on the School Site next to the existing Whittier school facility and then demolishing the existing Whittier school facility (collectively the "Project"); and

WHEREAS, the Parties seek to work together to conserve and improve educational facilities and park amenities in Fircrest; and

WHEREAS, the City and the District desire to work together to utilize a portion of the Park to facilitate the Project during construction activities planned for May 6, 2026, through January 1, 2028, thus reducing construction-related impacts to the neighborhood and other areas surrounding the Project; and

WHEREAS, use of the Park for Project construction staging will allow continuing operation of the existing Whittier Elementary School during construction, resulting in significant cost savings to the District by avoiding the need to bus students to another school during the construction period; and

WHEREAS, the District intends to minimize the total impact to the Park from its use to support construction activities as much as practicable, and further intends to restore the portion or portions of Whittier Park that may be impacted by construction to its pre-construction condition or better once use of the Park is no longer needed to for the Project; and

WHEREAS, use of portions of the Park for the Project will preserve educational opportunities in Fircrest consistent with the Fircrest Comprehensive Plan and benefit the general public through the reduction of construction related pressure on surrounding streets, including avoiding street parking by construction workers and contractors; and

WHEREAS, the Parties will work together to ensure construction staging at the Park occurs with the least amount of disruption to the Park and its users as practicable, thereby preserving open space and park availability in the City during the Project.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Parties acknowledge and agree that the above stated recitals are true and correct to the best of their knowledge and are incorporated by this reference as though fully set forth herein.

2. Interlocal Cooperation Act Compliance. This Agreement is entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW for the purposes provided in Section 3 below. The duration and method of termination of this Agreement is included in Section 4 below. Except as otherwise specifically provided herein, each Party shall bear its own costs and control

its own manner of financing and of establishing and maintaining a budget for the activities contemplated herein. No separate entity is created hereby and, except as otherwise provided in this Agreement, no real or personal property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

3. Purpose. This Agreement's purpose is to provide a framework for the Parties to engage in mutually beneficial activities and reduce overall impacts to the community and students during the Project. Specifically, the City and District agree that:

   A. The District may utilize those portions of the Park for construction activities during the Project depicted in **Exhibit A**, attached hereto and incorporated in full by this reference. For the purposes of this Agreement, planned construction staging and site use includes:

      1. Administrative and Personnel Facilities.
         a. Contractor and Subcontractor Office Trailers
         b. Staff and Craft Parking
         c. Temporary Facilities

      2. Temporary Utilities and Infrastructure
         a. Power and Communications
         b. Site Lighting

      3. Material Logistics and Storage
         a. Laydown and Staging Areas
         b. Conex and Tool Storage
         c. Equipment Storage

      4. Access, Circulation, and Environmental Controls
         a. Stabilized Drive Aisles
         b. Sediment Tank Storage
         c. Erosion Control

   B. The District may utilize a portion of the Park *owned by the District* for staging and temporary construction storage activities during the Project, as depicted in **Exhibit B** attached hereto and incorporated in full by this reference

   C. The District shall utilize that portion of the Park depicted in **Exhibit C** attached for parking of construction worker personal vehicles and construction equipment and vehicles. The Parties shall work together to update the layout expectations of the area during different phases of construction.

   D. Once construction is complete, the District will restore the City-owned land and all portions of the Park, regardless of ownership, used for or otherwise impacted by the Project to its pre-construction (current) condition at minimum consistent with the provisions of Section 6 of this Agreement. Such restoration work shall be completed and the site fully restored and available to be used for park purposes not later than March 31, 2028. Should any instance arise that may result in the actual or potential delay of the restoration deadline of March 31, 2028, the Parties agree to meet and confer

regarding said delays and negotiate in any adjustments to timelines and compensation for loss of use resulting from such delay.

E. The Parties agree that the benefit to the community of keeping students at their existing school, the cost-savings the District will realize as a result of students remaining at the existing school facility, the District's restoration or improvement of the Park after use for construction activities, compensation to the City as outlined in this Agreement, and ongoing City use of TPS-owned land for park purposes, including lighting and baseball amenities, are an adequate and appropriate exchange of value for the District's use of the Park for the Project.

F. The District will keep the City informed of the status, activities, and changes at the construction storage and staging area at the Park and of the Project over the course of the construction and demolition periods.

G. The Parties will also coordinate communications regarding use of the park space for the Project through a mutually created communications plan and will partner in delivering such communications and information to the public. The City encourages the District to do similar communications to the public regarding the Whittier Elementary School redevelopment and welcomes the opportunity to partner with the District as needed for such efforts.

4. Term and Termination. This Agreement shall be effective upon mutual execution by the Parties (the "Effective Date") and shall remain in effect until completion of the Project and the written confirmation from the City that all restoration work has been completed per Section 6.C. of this Agreement, anticipated to occur no later than March 31, 2028. While the Parties acknowledge that the termination of this Agreement prior to the completion of the Project and site restoration is not in the best interest of either Party or the community, and the Parties shall communicate openly and in good faith throughout the term of this Agreement as well as meet and confer and/or mediate any dispute or disagreement related to this Agreement pursuant to the terms of Section 11, either Party may unilaterally terminate this Agreement upon written notice to the other Party. If such notice is given, each Party shall bear its own costs incurred pursuant to this Agreement in addition to the following:

   A. Termination by the City. Should the City unilaterally terminate this Agreement prior to the completion of the Project and site restoration, the City will reimburse the District on a pro rata basis for all compensation for the use of the Park space for the Project, together with the District's reasonable, documented expenses incurred in relocating contractor parking and staging.

   B. Termination by the District. Should the District unilaterally terminate this Agreement prior to completion of the Project and restoration work, the District shall remain liable for all restoration work and full compensation to the City under the terms of this Agreement as if the entirety of the Term had elapsed and the Project were completed in full.

5. Construction Specific Obligations and Project Coordination.

A. District's Obligations:

1. Project Approval. The District has submitted a conditional Use Permit (CUP) application to the City via the project team led by Cornerstone GCI as part of its permitting path for this project.

2. Consultant Expenses. The District will enlist the services of and fund the costs associated with an external consultant selected by the District, such as Cornerstone CGI and Parametrix project management services, who will provide alternative project delivery (APD) advisory and project management services related to the tasks the District approves related to design and construction activities for this Project.

3. Sewer Lift Station Access. The District will ensure the City retains access to the sewer lift station located within or adjacent to the planned construction staging and storage area for the duration of this Agreement.

4. Marking and Fencing. The construction staging, storage, and parking area shall be marked in a similar manner as utilities are marked prior to the erection of fences or any other such barrier identifying the staging, storage, and parking area during or subsequent to a site visit to be attended by representatives from each Party. Fencing shall remain in place until Final Acceptance by the City, or as otherwise agreed to in writing by the representatives of the Parties. The District shall communicate with the City should it require the fences to be moved at any point during the course of the Project, and such movement of fences shall be agreed to in writing by the Parties. Any expansion of the use area as defined and depicted in **Exhibit C** shall only be effective if agreed to by mutual written amendment to this Agreement by the Parties consistent with Section 9.F. of this Agreement. The District and Contractor shall clearly define and adhere to limits of disturbance.

5. Conditions on Use. In addition to the environmental protection and response requirements detailed in **Exhibit F**, incorporated in full by this reference, the following conditions are imposed on the use of the use area as described and depicted in this Agreement. Notwithstanding any other provisions to the contrary in this Agreement, the District and/or its Contractor shall assume responsibility for adverse environmental impacts reasonably related to the construction activities on and usage of the use area occurring during the course of the Project.

   a. The District shall:
      i. Install and maintain stabilized construction entrances and haul routes.
      ii. Provide geotextile fabric underlayment beneath all staging and access areas.
      iii. Install rock surfacing (6–12 inches minimum depth), with appropriately sized rock/gravel selected based on site conditions and permit requirements, to support construction traffic, and install a quarry spall base topped with 1 ¼" minus Crushed Surfacing Base Court (CSBC) to

provide added structural integrity and mitigation for wet winter conditions.

iv. Restrict all vehicle and equipment movement to designated routes only.

v. Protect all existing improvements including light poles (protect in place), irrigation systems, and drainage systems.

b. Prohibited activities within the staging area:

i. Fuel storage unless fuel storage, handling, and transfer operations comply with local, state, and federal regulations, including but not limited to **EPA 40 CFR Part 112 (SPCC Rule)**.

ii. Concrete washout (unless contained); and

iii. Hazardous material storage except in compliance with local, state, and federal regulations.

c. Temporary Infrastructure Protection Requirements:

i. Catch Basins. Install inlet protection on all catch basins. Prevent sediment and debris entry into catch basins during construction.

ii. Drainage Trenches. Expose and protect all drainage trenches encountered. Repair any damage immediately. Full system functionality shall be maintained throughout construction.

iii. Irrigation Valve Boxes. Protect all valve boxes during construction. Remove and reinstall any impacted boxes. Install concrete block support at all four corners. Set lids flush with final grade.

d. Upon completion, in addition to the Restoration work as required by this Agreement, the District shall remove inlet protection and clean grates, frames, and interiors of all debris and aggregate.

6. Parking. The District shall require that all construction worker, contractor, and construction-related vehicles park entirely within the area(s) designated on **Exhibit C** hereto. No construction-related parking shall be allowed in public park parking lots outside the **Exhibit C** parking area(s) or on adjacent streets. The District further agrees to address and remedy any noncompliance with such parking requirements.

7. Disruption Reduction. The District shall make reasonable efforts to prevent, reduce, and address noise, dust, and visual disruption that may affect or actually affects scheduled programming occurring at the Park and park user experience, potentially impacting future use and rentals. The City will communicate or otherwise relay concerns it receives from park users or the general public for the purposes of the District's responsibilities under this subsection. The District is only responsible for addressing those concerns or issues that are reasonably practicable to address, as some level of reasonable disruption should be expected by park users and the general public during construction activities.

8. Compensation. The District will compensate the City for anticipated cost impacts and projected lost revenue resulting from the loss of use of the portions of Whittier Park that will be used for construction staging activities, as detailed in **Exhibit D**, attached hereto and incorporated by this reference.

9. Additional Preventative Measures. The District understands and acknowledges that the City may experience impacts resulting from reduced access, altered traffic circulation, or construction-adjacent hazards. Should the City determine that conditions surrounding the construction staging area at the Park require the City to engage in increased preventative measures such as additional fencing, signage, or access control to separate construction and public areas, as well as increased City staff presence or monitoring to ensure public safety and contractor compliance, the District agrees to collaborate in such efforts of such activities.

B. City's Obligations.

1. Project Cooperation. The City will provide the District with relevant City information related to its operations, intent, and requirements for use of the City-owned park land during construction activities for this Project, work with the District as may be necessary for community communication process, and provide input and answer questions in the permit application and implementation process. The City will co-present with representatives of the District at community meetings related to implementation methods for and information regarding the park space usage during this Project as requested by the District.

C. Internal Staff Costs. Except as otherwise provided in this Agreement, each Party will be responsible for the Party's own internal staff costs related to the implementation and administration of this Agreement.

D. Timetable. The Parties anticipate the following Project schedule for the initial Term of this Agreement:

Task	**Timeline**
CUP Submission	October 16, 2025
Community Presentation	October 22, 2025
Agreement Submitted	November 13, 2025
CUP Approval	April 30, 2026
Site Development Permit Submission	January 28, 2026
Site Development Permit Approval	April 30, 2026
Building Permit Submission	January 28, 2026
Building Permit Approval	April 29, 2026
Construction Start Date	May 1, 2026
Construction Completed	December 31, 2027
Park restoration completed	March 31, 2028

The Parties agree to communicate about the Project schedule openly and discuss any anticipated changes thereto in a prompt manner with as much advanced notice as practicable to further the goal of a successful overall Project.

E. Ongoing Use Agreement. The Parties shall work towards an agreement to be completed prior to the conclusion of the Project regarding the continued use of that portion of the Park that is located on District property as identified in **Exhibit B** hereto, for Park purposes.

6. Site Restoration.

A. Site Restoration Scope Development. The City and District agree to cooperatively develop the site restoration scope of work for areas of the Park that will be used for the Project, regardless of underlying land ownership, to ensure a holistic approach to the restoration work. Such site restoration package shall be completed not later than July 1, 2027. Each Party will have the opportunity to contribute to, review, and approve the site restoration plans and package before it is finalized, issued, and approved. Unless otherwise agreed in writing signed by both Parties, the primary goal of the restoration shall be to restore the areas of the Park, impacted by construction activities to pre-construction conditions.

The Parties will consider and include as appropriate all restoration details in this Agreement as they work together to define the scope of work for the same per the terms of this Agreement. The restoration scope details included in this Agreement are based on industry-standard sports field rehabilitation practices and is modeled after the Fircrest Park Turf Replacement project recently completed by the City. To establish clear expectations for restoration of the area of the Park used for the Project, the scope of work for the Park restoration shall include, but not necessarily be limited to, the following:

1. Full restoration of all underground drainage lines impacted by construction activities;

2. Full restoration of the irrigation system within the construction staging area;

3. Restoration of all disturbed, uneven, or regraded areas using USGA sand to ensure a smooth, level, and safe natural grass playing surface suitable for competitive sports where appropriate;

4. Following grading, full restoration of natural grass turf using the appropriate sod variety (no hydroseeding);

5. Repair of any damage to or wear and tear to areas outside the defined construction staging location that can reasonably be attributed to construction activities; and

6. The specific restoration items as listed in **Exhibit E**, incorporated in its entirety by this reference.

All such site restoration work will occur upon the completion of construction activities portion of the Project, or when the Park property is no longer needed for construction activities, whichever comes first. The Parties may agree to phase the restoration work if practicable once locations within the construction staging and storage area subject to this Agreement are no longer needed for construction activities to promote the maximum availability of use of the park by the public for park purposes. Such phased restoration agreement(s) shall be in writing executed by the authorized representatives for both Parties.

The Parties may also consider improvements or other enhancements to the Park should those be possible to include as part of the site restoration work. Such an arrangement shall be in writing and signed by authorized representatives of both Parties to be effective.

B. Contract Documents. The District will obtain the services of, and fund all costs associated with, External Legal Counsel who are experienced in alternative project delivery contracting and will assist and advise the District and the City in drafting, negotiating, executing and enforcing the Contract Documents with the construction team for the site restoration/improvement package. The District and the City will develop the proposed Contract Documents cooperatively utilizing the services External Legal Counsel and the APD Advisory Consultant. Each Party will have the opportunity to review, provide input on, and approve the proposed Contract Documents to be included with the site restoration/improvements package.

C. Final Inspection. The City will coordinate with the District to arrange for the City's final inspection of the restored Park area upon completion of the restoration work by the District per the site restoration package and Contract Documents as described above, and will provide written confirmation that the restoration work satisfies the scope agreement upon approval of the same.

7. Public Information Communications. The District and the City agree to coordinate communications regarding the Project's use of Whittier Park space through a mutually created communications plan, regular meetings between City and District communications staff, and the use of mutually agreeable language describing Project updates and information. Each Party shall supply the other Party as much advanced notice and opportunity for review of such public information communications and materials related to the Project's use of Whittier Park as practicable.

8. Indemnification.

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

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

C. In the event of liability based upon the alleged concurrent or joint negligence of the Parties, the Parties shall individually bear their respective liability, including costs, as determined according to RCW 4.22.015.

D. The indemnification provisions of this Agreement shall not be limited by any workers' compensation, benefit, or disability laws, and each indemnifying Party hereby waives, solely for the benefit of the indemnified Party, any immunity that such indemnifying Party may have under the Industrial Insurance Act, Title 51 RCW.

E. The foregoing obligations shall survive termination of this Agreement with respect to acts or omissions occurring during its term and relating to or involving the subject matter of this Agreement.

9. Miscellaneous:

A. Examination and Retention of Records: The District agrees that any duly authorized representative of the City, including the City's Auditor, shall, until the expiration of three (3) years after the last of the Project is completed, have access to and the right to examine any books, documents, papers, and records involving any matter directly related to this Agreement. All Project records shall be retained in accordance with each Party's document retention schedule.

B. Assignment & Subcontract: Except as otherwise expressly provided in this Agreement, each Party covenants and agrees that it will not assign, transfer, or subcontract its rights and obligations hereunder without first obtaining the written consent of the other Party. Any approved assignment or subcontract may require new or extended insurance and indemnification being provided by the assignee or transferee.

C. No Third-Party Beneficiary: The Parties understand and expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any third person. It is the express intention of the Parties that any person other than the District or the City receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

D. No Authority to Bind the City to Contracts: The District has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City or District must be by the City and/or District, as applicable.

E. No Authority to Bind the District to Contracts: The City has no authority to bind the District on any contractual matters. Final approval of all contractual matters which obligate the City or District must be by the City and/or District, as applicable.

F. Complete Agreement, Integration, & Amendments: This Agreement, including the exhibits and attachments hereto (each of which is specifically incorporated herein), is intended as the complete integration of all understandings between the Parties. There are no oral Agreements between the parties affecting the meaning, content, purpose, or effect of this Agreement. No prior or contemporaneous addition, deletion, or other modification hereto shall have any force or effect, unless embodied in this Agreement in writing. The provisions of this Agreement may be amended with the mutual consent of the Parties, however, no subsequent novation, renewal, addition, deletion, or other amendment shall have any force of effect unless embodied in a written amendment to this Agreement executed by the Parties in the same manner as this Agreement.

G. Severability: The Parties agree that if any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, if the intent of the Parties can be fulfilled.

H. Conflict of Interest: No employee of the City or the District shall have any personal or beneficial interest in the services or property described in the Agreement; and neither the District nor any contractor hired by the District under this Agreement shall hire, or contract for services with, any employee or officer of the City in violation of the District's Code of Ethics.

I. Notices: All notices required under this Agreement, notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance, including changes to the persons to be notified or their addresses, shall be in writing and delivered to:

For the City: Dawn Masko, City Manager
City of Fircrest
115 Ramsdell Street
Fircrest, WA 98466
Tel: (253) 564-8901
E-mail: dmasko@cityoffircrest.net

For the District: Morris Aldridge, Executive Director of Planning & Construction
Tacoma Public Schools
3223 South Union Avenue
Tacoma, Washington 98409

Tel: (253) 571-3350
E-mail: maldrid@Tacoma.K12.Wa.US

All notices shall be in writing and provided by personal delivery, certified mail, return receipt requested, or overnight courier. All notices are effective upon personal delivery or upon placing in the United States mail or with the courier service.

J. Counterparts. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

11. Dispute Resolution. In the event of a dispute between the City and the District arising out of or relating to this Agreement, the City's City Manager and the District's Superintendent or their designated representatives shall review such dispute and options for resolution and meet and confer regarding the same. If the dispute cannot be resolved by the City's City Manager and the District's Superintendent, the dispute may be submitted to mediation before a mediator agreed to by the Parties, and if still not resolved, the matter will be resolved in the Superior Court of the State of Washington for Pierce County.

12. Enforcement, Interpretation, Venue. The laws of the State of Washington shall govern the validity, performance, interpretation, and enforcement of this Agreement. Any lawsuit for enforcement or interpretation of any provision contained herein shall be filed in the Superior Court of and for Pierce County, Washington.

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

14. Authority and Filing. By their signatures below, each party confirms it approves of and is authorized to enter into this Agreement pursuant to RCW 39.34.080. A copy of this Agreement shall be filed with the Pierce County Auditor or be listed by subject on the District and City's

website or other electronically retrievable public source, pursuant to and consistent with the requirements of Chapter 39.34 RCW.

CONDITIONS OF COMMENCEMENT OF PERFORMANCE

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

[SIGNATURE PAGE FOLLOWS]

ACKNOWLEDGED AND AGREED:

CITY OF FIRCREST	**TACOMA SCHOOL DISTRICT NO. 10**
By: Dawn Masko	By: Joshua Garcia (May 11, 2026 07:22:47 PDT)
(signature)	(signature)
Its: City Manager	Its: Superintendent
Dawn Masko	Joshua J. Garcia
(print name)	(print name)
Who certifies that they are the party identified herein, OR a person duly qualified and authorized to sign for the party.	
Date: May 15, 2026	Date: 05/08/2026

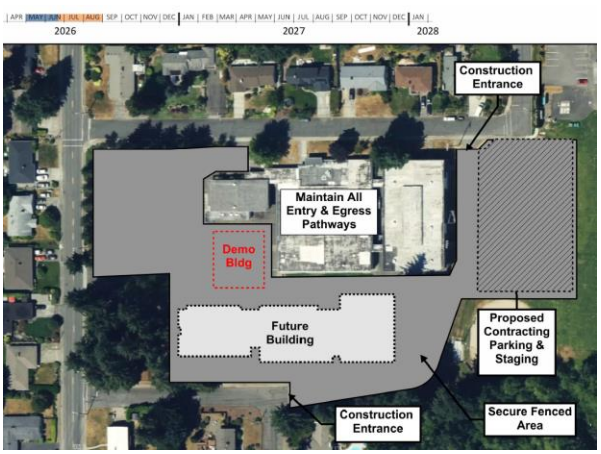
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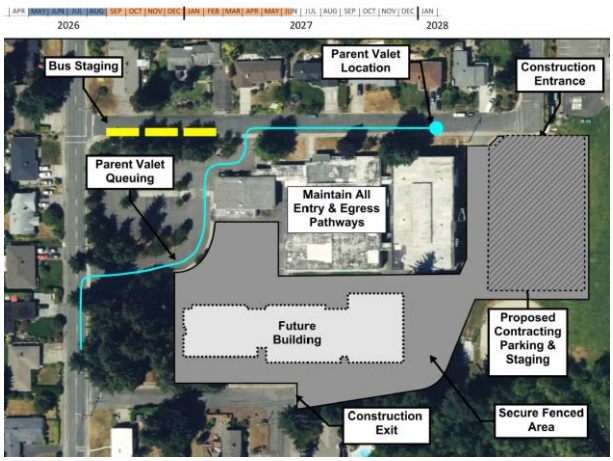
Joanna Eide
Joanna Eide (May 15, 2026 10:01:19 PDT)

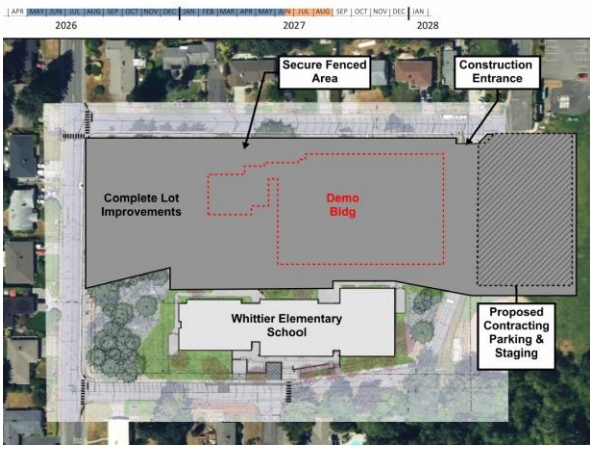
By: Joanna Eide
City Attorney, City of Fircrest

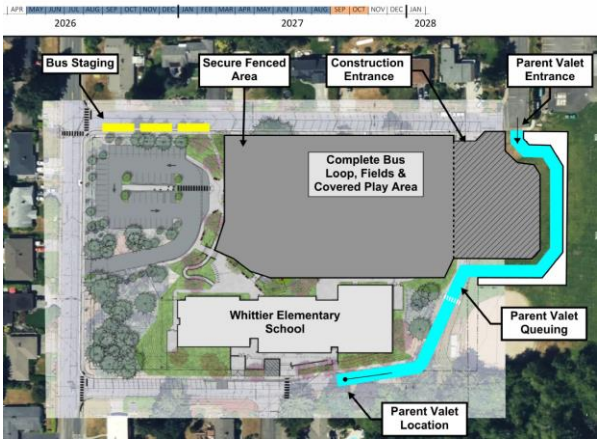
EXHIBIT A

Construction Phasing – Contractor Parking, Staging, and Traffic Flow









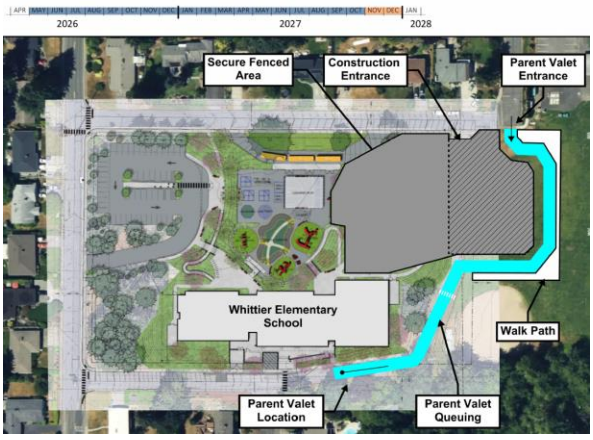




EXHIBIT B

Site Plan



EXHIBIT C

Subcontractor Parking and Licensed Area



EXHIBIT D

Compensation to City for Whittier Park use Impacts

The District shall reimburse the City for actual costs incurred by the City from the use of the areas of the Park for the Project, provided that the City supplies proof thereof. While a relatively small portion of Whittier Park is owned by the District, these fields have been fully operated and programmed by Fircrest since the development of Whittier Park. However, since the Project will span two seasons, a sizeable amount of time for use of the Park for the Project, the Parties acknowledge that the City needs some flexibility in how cost impacts will be determined.

The City has completed preliminary outreach and research to determine costs for the City to relocate programming that would normally occur at Whittier Park through existing contracts with third parties. In some instances, the City can provide estimates of expected cost/loss impacts now through the range provided below, but the actual final costs/losses will not be known until a later date as the City continues to work to finalize agreements with third parties. The cost estimates included below reflect current market conditions and availability.

1. Loss of Use – Fircrest Park Baseball Field (April 20 through June 27)

Use of the construction staging area will result in the full loss of the Fircrest Park baseball field during peak season.

- Approximately six (6) to eight (8) teams will need to be relocated.
- The City will need access to a full-size 10U field during this timeframe to meet league and program obligations.
- Estimated relocation cost: $10,000, depending on availability and rental rates at alternate facilities.
- If the City is unable to receive funding to secure relocating these teams to an alternative off-site field, the City anticipates a potential reduction in registered participation of 140-160 players across the affected teams. At the current registration rate this could result in a potential loss of revenue to the City of roughly $12,000—a significant amount that the City relies on to support seasonal programming. This loss could be felt for future seasons, as it increases the risk of the groups not returning to Whittier Park once the fields in question are available again.

2. Loss of Use – Whittier Park 11U–12U Soccer Field (July – November)

The construction staging area will result in the full loss of the only regulation-size 11U–12U soccer field within the City of Fircrest. There is no comparable field within City limits to accommodate this level of play. While two (2) smaller 10U fields may be configured within the remaining space, this does not replace the capacity or functionality of a full-size field.

- The Fircrest Soccer Club relies on this field for core seasonal programming, and its loss will directly impact their operations.
- Based on preliminary discussions, the Club will be required to secure off-site field space

and is expecting a corresponding reduction in fees from the City to offset those additional costs. This expectation has already been communicated and established.

- Estimated City revenue impact:$5,000, with final costs dependent on third-party field rental agreements and is not expected to exceed $30,600 in total for years 2026 and 2027. If the staging area use impacts City revenue in 2028, these costs will be mutually determined and reimbursed by the District as well.

4. Additional Considerations.

As stated above, the Parties acknowledge that not all losses or costs that the City may experience as a result of the District's use of the portions of Whittier Park for the Project as detailed in **Exhibit C** may be known or estimated at the time this Agreement is entered into. As such, the District shall consider any additional costs or losses experienced by the City as detailed by sufficient, reasonable evidence for the same, and the designated representatives of the City and the District may agree to such compensation and/or reimbursements directly arising and resulting from the District's use of the portions of the Park for the Project.

The Parties further acknowledge that any delay in the full restoration of the Park for regular Park usage will result in additional losses and/or costs incurred by the City, which shall be addressed and agreed to by the designated representatives of the City and District as appropriate.

EXHIBIT E

Whittier Park Site Restoration Detailed Scope of Work Items

FIELD AND TURF RESTORATION

1. General Requirements
   a. The District shall be fully responsible for restoring all disturbed areas of the Park to conditions equal or better to pre-construction conditions.
   b. All restoration work of athletic fields shall meet athletic field industry standards suitable for youth soccer and youth baseball.
   c. The District shall require any Contractor performing the restoration work to provide all labor, materials, equipment, testing, and supervision required to complete the work.
   d. The scope of work contained in this Exhibit E is a preliminary, good faith effort to identify contract requirements, but the parties acknowledge that the final scope shall be determined by the restoration scope of work developed by the Parties pursuant to Section 6.A of the Agreement.

2. Pre-Construction Documentation (Baseline Conditions)
   a. The District shall coordinate with the City to complete a full pre-construction assessment including:
      i. High-resolution photo and video documentation
      ii. Topographic survey establishing existing grades and elevations
      iii. Mapping and documentation of:
         1. Irrigation system layout and functionality
         2. Drainage infrastructure
         3. Turf conditions
         4. Perform soil testing, including:
         5. Compaction levels
         6. Soil composition
      iv. Infiltration/drainage rates
         1. Establish baseline performance metrics to be used for final acceptance comparison.

3. Removal of Construction Materials
   a. Contractor shall completely remove all temporary construction materials, including:
      i. Quarry spalls
      ii. Gravel
      iii. Temporary roadways
      iv. Geotextile fabric
      v. All debris and foreign materials
      vi. No material may be buried or left in place.

b. Contractor shall verify removal through:
    i. Visual inspection
    ii. Proof rolling (as required by City)

4. Subgrade Rehabilitation
    a. Perform deep ripping/tilling of all impacted areas:
        i. Minimum depth: 8 inches
        ii. Remove and dispose of contaminated soils (fuel, slurry, etc.).
        iii. Import and install clean structural/topsoil as needed.
        iv. Restore subgrade to pre-construction elevations per survey.
        v. Achieve compaction suitable for athletic field performance, not structural compaction.

5. Drainage System Inspection & Repair
    a. Perform full inspection of all drainage infrastructure:
        i. CCTV inspection if required by City
    b. Repair or replace all damaged components, including:
        i. Pipes;
        ii. Catch basins; and
        iii. Connections.
    c. Conduct functional testing, including:
        iv. Water flow testing; and
        v. Drainage verification (no backups or ponding).

6. Irrigation System Restoration
    a. Locate, repair, or replace all damaged irrigation components:
        i. Lines
        ii. Valves
        iii. Heads
        iv. Match all required system specifications.
    b. Perform:
        i. Pressure testing
        ii. Full operational testing

        Adjust system to ensure uniform coverage across entire field.

7. Turf Removal & Field Renovation Process
    a. Pre-Restoration Preparation
        i. Activate irrigation system and flag all heads prior to work.
    b. Turf Removal
        i. Remove existing turf in a manner standard and appropriate for field conditions.

c. Decompaction
    i. Perform:
        1. One (1) initial pass across entire field (max depth: 8 inches)
        2. Three (3) additional passes after initial sand application
d. Sand/Rootzone Application
    i. Apply sand in two stages:
        1. First: ½ inch
        2. Second: ½ inch to 1 inch
        3. Sand shall meet USGA rootzone specifications or approved equivalent.

8. Rootzone Installation & Fine Grading
    a. Install additional USGA-spec rootzone material as required (target total depth as directed by City, typically 4–6 inches).
    b. Perform laser grading to restore original elevations.
    c. Conduct string line testing and regrade as needed.
    d. Final surface tolerance: Surface tolerance shall be appropriate for field surface conditions and will be determined at a later date. May be approximately ±0.5 inches over 10 feet.

9. Edge Work & Turf Limits
    a. Remove and replace sod at:
        i. Toe of slope areas (edge cutter required); and
        ii. Field transitions and infield lines.
    b. Extend turf restoration to:
        i. Sidewalks and hardscape edges where no slope exists; and
        ii. Ensure seamless transitions between new and existing turf.

10. Turf Installation
    a. Sod installation is required for all primary play areas (no hydroseeding allowed unless approved by City for non-play areas).
    b. Sod shall:
        i. Match existing species (netting removed, athletic-grade rye/bluegrass blend or approved equal);
        ii. Be installed with tight seams, properly rolled, and immediately irrigated; and
        iii. Provide complete, uniform coverage.

11. Stabilized Construction Entrance Restoration
    a. Remove all aggregate and disturbed materials.
    b. Restore with:
        i. Approved top sand;
        ii. Fine grading to match surrounding elevations; and
        iii. Seed or sod to match adjacent field conditions (City to determine).

12. Establishment & Maintenance Period
    a. The District/Contractor shall provide a minimum 90-day establishment period prior to release to the City, including:
        i. Irrigation;
        ii. Fertilization program;
        iii. Mowing; and
        iv. Weed control.
    b. During such establishment period, Contractor shall maintain turf to achieve full establishment and uniform growth.

13. Clean-Up
    a. Remove all debris from field areas, staging areas, and adjacent paved surfaces.
    b. Final site shall be clean, safe, and ready for standard preconstruction Park use.

14. Measurement of Work
    a. All work shall be measured for compliance, not just completion. Payment and acceptance shall be based on verified performance.
    b. Area Verification
        i. All restoration areas shall be measured in square feet (SF) based on:
            1. Pre-construction survey limits
            2. Confirmed limits of disturbance
            3. Contractor shall provide a post-restoration as-built survey verifying:
                a. Restored field elevations
                b. Finished grades
                c. Total restored area
    c. Material Quantities
        i. Contractor shall submit delivery tickets and material certifications for:
            1. Sand/rootzone materials (USGA spec or approved equivalent)
            2. Topsoil
            3. Sod
            4. Quantities shall be verified against:
            5. Specified application depths (e.g., ½", 1", 4–6” rootzone)
            6. Field area calculations
    d. Compaction & Soil Conditions
        i. Subgrade and rootzone shall be tested for:
            1. Compaction levels
            2. Infiltration rates (if required by City)
            3. Testing shall be performed by a third-party geotechnical firm approved by the City.
    e. System Verification
        i. Irrigation system:
            1. Pressure test results

2. Coverage verification
3. Drainage system:
4. Flow testing
5. CCTV (if required)

15. Field Performance Standards (Required for Acceptance). The field must meet all of the following:
    a. Surface Evenness: No deviations greater than ±0.5 inches over 10 feet
    b. Turf Coverage: Minimum 95% uniform, healthy turf coverage
    c. Drainage: No standing water 24 hours after rainfall or irrigation
    d. Irrigation: Fully functional with uniform distribution
    e. Safety: No debris, rock, or hazardous conditions
    f. Playability: Suitable for youth and full-sized soccer without restriction

16. Performance Verification & Testing
    a. The City reserves the right to require independent testing at any stage, including soil composition and compaction, rootzone depth verification, and drainage performance.
    b. If work fails testing, the Contractor shall pay for all re-testing and shall perform corrective work at no cost to the City.

17. Failure to Meet Performance Standards
    a. If the field does not meet required standards at any point prior to final acceptance, the Contractor shall regrade, rework, or reconstruct affected areas and replace turf as necessary.
    b. Timeline extensions shall not be granted without City approval.

18. Final Acceptance
    a. Final acceptance will occur only after successful completion of establishment and maintenance period, all performance standards are met, and City inspection and approval occurs. Acceptance is contingent upon meeting all specifications, passing inspections and testing, and written approval by the City.
    b. No Project Acceptance for Partial or Non-Compliant Work. Work that does not meet specifications shall not be accepted and shall be corrected at no cost to the City.

19. Warranty & Corrective Work
    a. Contractor shall provide a minimum one (1) year warranty commencing upon Final Acceptance covering:
        i. Turf establishment
        ii. Irrigation performance
        iii. Drainage functionality
        iv. Settlement or surface failure
    b. Such one-year warranty shall survive termination of any agreement for the completion of restoration work.

c. If field conditions fail within 12 months (including but not limited to settling, turf loss, drainage failure, or uneven surface), the District shall require the Contractor, upon written notice provided by the City, to perform all corrective work to rectify the failure at no cost to the City. City's determination of failure shall be final.

d. If the Contractor fails to complete required corrective work the City reserves the right to complete the work using a third party and back-charge all costs to the District. Costs may be recovered through bond (if applicable) or direct reimbursement.

20. Final Authority

a. The City shall have final authority in determining:
    i. Compliance with this scope
    ii. Acceptance of work
    iii. Adequacy of restoration
    iv. All decisions by the City shall be final and binding.

EXHIBIT F

Conditions on Use – Environmental Requirements

1. Regulatory Framework & Compliance

The staging area, which is the subject of this Agreement, while located outside the primary development footprint, is formally designated as an "Off-site Construction Support Activity." As such, it is governed by the following state and federal standards:

a. CSWGP Section S1.C.2: Extends permit coverage to support areas, requiring weekly inspections by a Certified Erosion and Sediment Control Lead (CESCL).

b. WSDOT Std. Spec 1-07.5(3): Mandates rigorous precautions to prevent the discharge of petroleum products to groundwater.

c. AKART Principle: Implementation of "All Known, Available, and Reasonable methods of prevention, control, and treatment."

Additionally, the Contractor will be contracting *Encore Environmental LLC.* an OMWBE Certified third party Environmental Consultant to perform required inspections and reporting.

2. Soil & Groundwater Protection Standards

BMP C105: Stabilized Support Areas. To prevent soil compaction and provide a physical filtration barrier between vehicle operations and the natural soil profile, a multi-layer stabilization system will be installed:

a. Separation Layer: Non-woven geotextile fabric (min. 4 oz/sy) will be laid directly over natural turf to prevent vertical migration of particulates.

b. Structural Layer: Clean crushed rock or heavy-duty timber mats will be utilized to distribute loads and provide a stabilized surface for all vehicular traffic.

All personnel vehicles will be parked on the stabilized rock surface. The rock/geofabric sandwich acts as a primary “Capture zone” for incidental drips.

BMP C153: Pollutant Source Control. Targeted measures to address potential fluid leaks from personnel vehicles and equipment:

a. Secondary Containment: Stationary equipment (generators, light plants) shall utilize 110% capacity containment.

b. Incidental Drip Management: The stabilized rock/fabric assembly serves as the primary capture zone. Personnel vehicles are subject to a "No Visible Sheen" standard per WSDOT Std. Spec. 8-01.3(1)B.

Additionally, the Contractor utilizes an Equipment Inspection Program to identify leaks and required maintenance.

3. Spill Prevention & Readiness

a. Monitoring: CSWGP S4.B – Weekly inspections for leaks or soil staining by project CESCL (Encore Environmental).

b. Spill Kits: EPA / Ecology S9.D.9 – High-Capacity spill kits (min. 20 gal absorbency) maintained within 25ft of staging perimeter.

c. Reporting: WSDOT Env-HazMat – A "Significant Spill" is defined as any discharge exceeding 1 gallon of petroleum to soil.

The Contractor will perform daily inspections of the staging area and if any spills are found they will be treated immediately.

4. Reporting Requirements

a. Discharge Monitoring Reports (DMRs) – Must be reported on a monthly basis to state agencies.

i. High Turbidity Reporting (ERTS) – Threshold: Turbidity greater than or equal to 250 NTU (or transparency less than or equal to cm)

A. Action: Notify Ecology within 24 hours via the Environmental Report Tracking System (ERTS) online or by phone to your regional office.

B. Follow-up: A detailed written report must be submitted to Ecology within 5 days explaining the cause and the corrective actions taken.

b. On-Site Documentation & Inspections

ii. Certified Inspections (CESCL) –

A. (General) Once every calendar week

B. Within 24 hours of any discharge from the site

c. City Reporting – The City must be notified within 24 hours of any discharge or spills and be provided with the same follow-up as provided to Ecology.