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AUG 15 2008

METRO PARKS TACOMA

**AGREEMENT
FOR CONSTRUCTION OF A PUBLIC PARK BOAT FLOAT
BETWEEN
THE METROPOLITAN PARK DISTRICT OF TACOMA
FOSS WATERWAY DEVELOPMENT AUTHORITY
THE CITY OF TACOMA**

The Metropolitan Park District of Tacoma, a municipal corporation ("Metro Parks"), Foss Waterway Development Authority, a municipal corporation ("FWDA"), and the City of Tacoma, a municipal corporation ("The City") hereby this 15TH day of August, 2008 enter into this Agreement for Construction of a Public Park Non-Motorized Boat Float (hereinafter called the "Agreement"), the purpose of which is for jointly financing the construction of the Waterway Park Non-Motorized Boat Float (hereinafter referred to as the "Float") for the benefit of the citizens served by all parties to the Agreement, upon the following terms and conditions:

1. The City intends to construct the Float at Waterway Park, as specified in the attached Exhibit "A" at Waterway Park. The City has applied for and been awarded an IAC Grant (also known as "RCO Grant"), and has collected Forty Thousand Dollars (\$40,000.00) in donations for use in constructing and completing the Float.
2. Metro Parks desires to provide One Hundred and Ten Thousand Dollars and No Cents (\$110,000.00) (hereinafter referred to as the "Funds") to the City, to be used exclusively for construction of the Float. The Funds are bond proceeds and may not be used for maintenance and operations, but instead must be used exclusively for public park and recreation capital purposes.
3. Metro Parks agrees to pay the Funds to the City as construction progresses. Metro Parks will make progress payments based upon the percentage of work completed, no more frequently than on a monthly basis, within thirty (30) days of the City's submittal of invoices, together with its warrant of monies paid and copies of the invoices that it has paid. Metro Parks shall make final payment of the balance of any remaining Funds not previously paid by progress payment within thirty (30) days of the City's submittal of its final invoice and warrant of monies paid.
4. The City shall apply the Funds exclusively to costs incurred in construction of the Float as specified in the attached Exhibit "A". Any material deviation from the plans attached as Exhibit "A" must first be approved by Metro Parks in writing. The City agrees to use Metro Parks' commitment to provide the Funds, along with the monies obtained from contributions, along with an IAC Grant Match obtained by the City, for the total project cost of a minimum amount of Three Hundred Thousand Dollars (\$300,000.00).

5. Upon completion of the Float, the parties agree that the City shall own the Float and the City and/or its designee(s) shall operate the Float. Provided, however, that the City agrees that it shall not lease, sell, convey or transfer any interest in the Float with a private entity without Metro Parks' prior written consent, which shall not be unreasonably withheld.

6. The City shall comply with its statutory requirements regarding notice for bids or proposals for goods or services used to construct the Float. The City is independently responsible for compliance with all applicable laws and regulations governing the construction, for which Metro Parks is in no way responsible. The City shall comply with its statutory requirements regarding notice for bids or proposals for goods or services used to construct the Float. The City is independently responsible for compliance with all applicable laws and regulations governing the construction, for which Metro Parks is in no way responsible. The City will provide proof of its compliance with applicable public bidding and procurement laws, rules and regulations upon Metro Parks' request.

7. It is not the intention of the parties, nor shall this Agreement be interpreted, to create a separate legal entity for the performance of this Agreement. The City shall remain responsible for administering the construction of the Float. Metro Parks shall have no obligation to any party providing labor, services, equipment or materials used in the construction of the Float except as expressly provide in this Agreement.

8. The City agrees to indemnify and hold harmless Metro Parks, its officials, officers, agents employees, volunteers, and representatives, from, and shall defend at its sole expense, against any and all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and costs arising out of or occasioned by the City's negligence 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.

9. Metro Parks 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 Metro Park's negligence in fulfillment of its obligations pursuant to this Agreement. In the event of recovery due to the aforementioned circumstances, Metro Parks shall pay any judgment or lien arising therefrom, including any and all costs as part thereof.

10 By its signature below, each party confirms it approves of and is authorized to enter into this Agreement pursuant to RCW 39.34.080.

This Agreement shall be effective as of the date set forth above and shall continue in force as long as the Float is owned and/or operated by the City of Tacoma.

Accepted for the Foss
Waterway
Development
Authority:

Accepted for the City of
Tacoma:

Accepted for the
Metropolitan Park
District of Tacoma:

Donald H. Meyer M. P. S. C. [Signature] [Signature]

1-28-08
Date

11 AUG 08
Date

AUGUST 20, 2008
Date

STATE OF WASHINGTON)

: ss

County of Pierce)

On this 11th day of August, 2008 before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael R. Slevin III to me known to be the Interim Public Works Director of the City of Tacoma, Washington, the Municipal Corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned therein and on oath stated that he/she was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

Kelli J. Boettger
Notary Public in and for the State of
Washington, residing at Tacoma, WA

My commission expires 1/27/09

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.


CITY OF TACOMA



Michael P. Slevin III, Interim Director of
Public Works


Robert K. Biles, Finance Manager 

Approved as to form and legality:


Assistant City Attorney

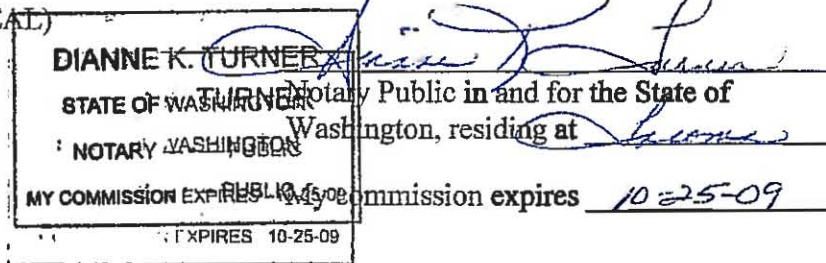
STATE OF WASHINGTON)

County of Pierce) : SS

On this 28th day of January, 2007, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Don G. Meyer to me known to be the Executive Director of the Foss Waterway Development Authority ("FWDA"), that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the FWDA, for the uses and purposes mentioned therein and on oath stated that he/she was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)



STATE OF WASHINGTON)

County of Pierce) : SS

On this 20th day of August, 2008, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jack C. Wilson to me known to be the Executive Director of the Metropolitan Park District of Tacoma, ("MPD"), that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of the MPD, for the uses and purposes mentioned therein and on oath stated that he/she was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year last above written.



Elaine M. Rasmussen
Notary Public in and for the State of
Washington, residing at Puyallup
My commission expires 9-26-08



ORDINANCE NO. 27721

1 AN ORDINANCE relating to the waterway park kayak float project; authorizing the
2 execution of an interlocal agreement with Metropolitan Park District of
3 Tacoma ("Metro Parks"), in the amount of \$110,000; accepting and
4 depositing \$110,000 from Metro Parks and \$40,000 from Foss
5 Landing, LLC, into the FWDA Capital Projects Fund; and appropriating
6 \$150,000 from the FWDA Capital Projects Fund for the construction of a
7 nonmotorized boat float on the Thea Foss Waterway.

8 WHEREAS the waterway park kayak float project ("Project") will provide a
9 nonmotorized boat float and removal of existing derelict floats on the Thea Foss
10 Waterway, and

11 WHEREAS this \$300,000 Project is funded in part by a \$150,000 grant
12 from the Recreation and Conservation Office, and

13 WHEREAS Metropolitan Park District of Tacoma and Foss Landing, LLC,
14 have agreed to provide the required matching funds for this Project; Now,
15 Therefore,

16 BE IT ORDAINED BY THE CITY OF TACOMA:

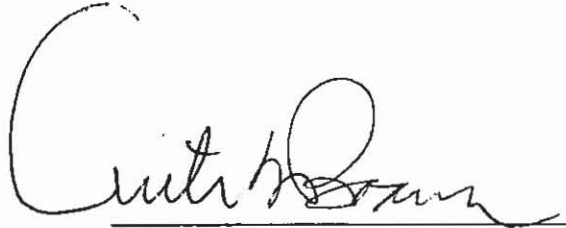
17 Section 1. That the proper officers of the City are hereby authorized to
18 execute an interlocal agreement with Metropolitan Park District of Tacoma ("Metro
19 Parks"), in the amount of \$110,000, said document to be substantially in the form of
20 the proposed interlocal agreement on file in the office of the City Clerk.

21 Section 2. That there is hereby accepted and deposited into the
22 FWDA Capital Projects Fund the sums of \$110,000 from Metro Parks and
23 \$40,000 from Foss Landing, LLC.




Section 3. That there is hereby appropriated from the FWDA Capital
Projects Fund \$150,000 for the waterway park kayak float project.

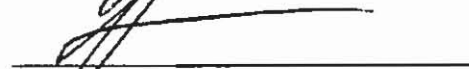
Passed JUN 24 2008


Mayor

Attest:


City Clerk

Approved as to Form:


Assistant City Attorney