

INTERLOCAL AGREEMENT
Between
The Metropolitan Park District of Tacoma
and
The City Of Tacoma
For Construction of a Flume Line/Water Ditch Trail
Within South Park

Pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, the Metropolitan Park District of Tacoma, a municipal corporation ("Metro Parks") and the City of Tacoma, a municipal corporation ("City of Tacoma"), hereby this 10th day of July, 2008 enter into this Interlocal Agreement for Construction of a Flume Line/Water Ditch Trail within South Park (hereinafter called the "Agreement"), the purpose of which is for jointly financing the construction of the Flume Line/Water Ditch Trail within South Park (hereinafter referred to as the "Trail") for the benefit of the citizens served by both parties to the Agreement, upon the following terms and conditions:

1. City of Tacoma intends to construct the Trail as specified in the attached Exhibit "A".
2. Metro Parks desires to provide two-thirds (2/3rds) of the construction cost up to a maximum of One Hundred Thousand Dollars and No Cents (\$100,000.00) (hereinafter referred to as the "Funds") to City of Tacoma, to be used exclusively for construction of the Trail. 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. Any material variation to the trail or wall design and materials shown in Exhibit "A" must be mutually agreed to by Metro Parks and City of Tacoma. However, the cost of any re-design or new materials will be the sole responsibility of the requesting party. The City shall be responsible for any cost over-runs to the original design.
4. The City will make reasonable efforts to commence the public bidding for the Trail by July 15, 2008 and to commence construction by September 15, 2008. However, such timeline may be reasonably extended for any delay caused by any circumstances beyond the direct control of the City. For the purposes of this Agreement, "circumstances beyond the direct control of the City" shall include delays occasioned by the City when acting in its permitting or other regulatory capacity. Construction shall be completed in May 2009.
5. Metro Parks agrees to pay the Funds to City of Tacoma 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 City of Tacoma'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 City of Tacoma's submittal of its final invoice and warrant of monies paid.

6. City of Tacoma shall apply the Funds exclusively to costs incurred in construction of the Trail 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.

7.. Upon completion of the Trail, the parties agree that Metro Parks shall exclusively own and operate the Trail. Provided, however, that Metro Parks agrees that it shall not lease, sell, convey or transfer any interest in the Trail to or enter into a management agreement with a private entity without City of Tacoma's prior written consent, which consent may be withheld for any reason. Upon completion of the Trail specified in Exhibit "A", the City shall not have no responsibility, duty, or liability for the operation, maintenance, repair, or improvement of the Trail.

8. City of Tacoma shall comply with its statutory requirements regarding notice for bids or proposals for goods or services used to construct the Trail. City of Tacoma is independently and solely responsible for management and control of the public bidding and award process and for compliance with all applicable laws and regulations governing the construction. City of Tacoma agrees to provide proof of its compliance with all applicable laws, rules and regulations upon Metro Parks' request.

9. 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. City of Tacoma shall remain responsible for project, contract and construction management services for the construction of the Trail. Metro Parks shall have no obligation to any party providing labor, services, equipment or materials used in the construction of the Trail except as expressly provide in this Agreement.

10. City of Tacoma 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 performance, act, and/or omissions by City of Tacoma, its employees, agents, or representatives relative to any activity and/or services covered hereunder. In the event of recovery due to the aforementioned circumstances, City of Tacoma shall pay any judgment or lien arising therefrom, including any and all costs as part thereof. The City of Tacoma's indemnity obligation shall terminate upon completion of the Trail specified in Exhibit "A".

11. Metro Parks agrees to indemnify and hold harmless City of Tacoma, 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 performance, act, and/or omissions by Metro Parks, its employees, agents, or representatives relative to any activity and/or services covered hereunder. 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.

12. The parties shall cause a copy of this Agreement to be filed with the Pierce County Auditor's office prior to performing any obligations pursuant to this Agreement.

13. 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.

Accepted for the City of Tacoma:



Eric A. Anderson
City Manager

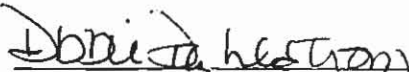


Michael P. Slevin, III, P.E.
Interim Public Works Director

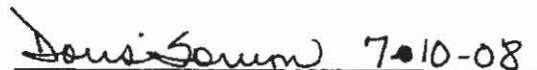


Robert K. Biles
Finance Director

Attest:

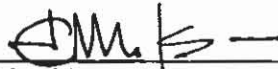


Debbie Dahlstrom, Risk Manager



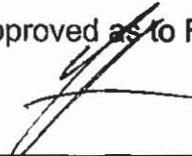
Doris Sorum, City Clerk

Accepted for the Metropolitan Park
District of Tacoma:



Print Name JACK C. WILSON
Title EXECUTIVE DIRECTOR

Approved as to Form and Legality:



Assistant City Attorney

STATE OF WASHINGTON)

: ss

County of PERCE)

On this 10th day of JULY, 2008,
before me the undersigned, a Notary Public in and for the State of Washington, duly
commissioned and sworn, personally appeared

ERIC A ANDERSON to me
known to be the CITY MANAGER 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)



April A. Larsen
Notary Public in and for the State of
Washington, residing at TACOMA, WA

My commission expires: 04/13/12

STATE OF WASHINGTON)

: ss

County of Pierce)

On this 12th day of June, 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.

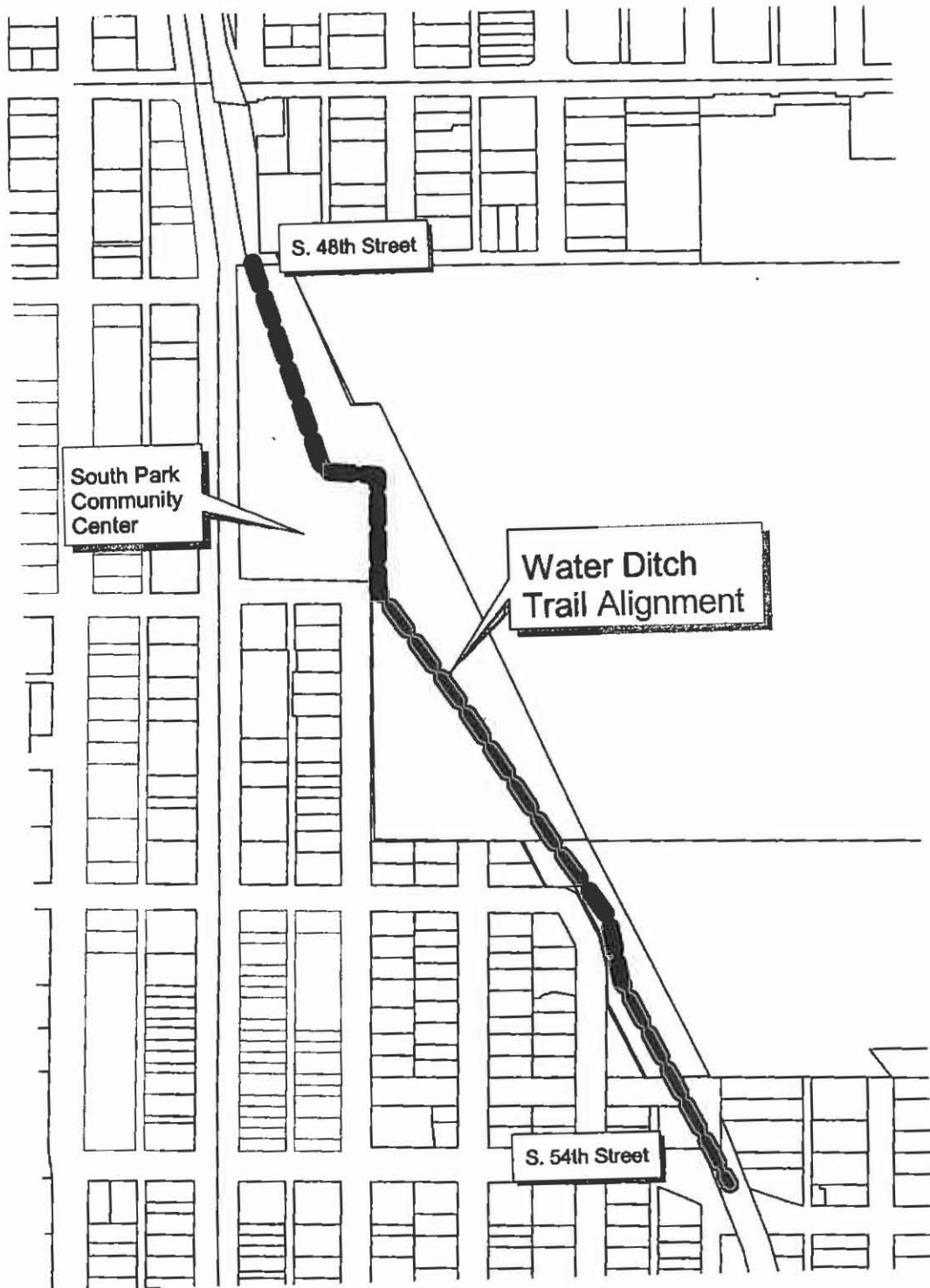
GIVEN under my hand and official seal the day and year last above written.



Elaine M. Rasmussen
Notary Public in and for the State of
Washington, residing at Puyallup, WA

My commission expires: 9-26-08

EXHIBIT A





RESOLUTION NO. 37476

1 A RESOLUTION relating to the City's Comprehensive Transportation Program;
2 authorizing the execution of an interlocal agreement with the Metropolitan
3 Park District of Tacoma to accept a \$100,000 contribution for costs
4 associated with the construction of the Historic Water Ditch Trail through
5 South Park.

6 WHEREAS, on August 1, 2006, the City Council adopted
7 Resolution No. 36923, designating the Historic Water Ditch Trail project ("Project")
8 as a special project of limited duration, and
9

10 WHEREAS construction of the first phase of the Project, which is
11 anticipated to begin July 2008, includes a section of trail through South Park,
12 and
13

14 WHEREAS, in consideration for construction of the first phase of the
15 Project, the Metropolitan Park District of Tacoma ("Metro Parks") is willing to
16 contribute \$100,000 to the Project, contingent on the execution of an interlocal
17 agreement with the City, and
18

19 WHEREAS City staff recommends entering into the interlocal agreement
20 with Metro Parks; Now, Therefore,
21

22 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

23 That the proper officers of the City are hereby authorized to execute an
24 interlocal agreement with the Metropolitan Park District of Tacoma to accept a
25
26



CITY CLERK USE ONLY

REQUEST FOR
☐ **ORDINANCE** ☒ **RESOLUTION**

RECEIVED

Request #:

11809

Ord./Res. #:

37476

2008 APR 21 PM 4:37

CITY CLERK'S
OFFICE

1. DATE: April 17, 2008

2. SPONSORED BY: COUNCIL MEMBER(S) "N/A"

3a. REQUESTING DEPARTMENT/DIVISION/PROGRAM Public Works/Engineering/Traffic 3b. DO PASS FROM <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Did not go before a Committee	4a. CONTACT (for questions): Dana Brown	PHONE: 591.5718
	4b. Person Presenting: Dana Brown	PHONE: 591.5718
	4c. ATTORNEY: Conor McCarthy	PHONE: 591.5633
Michael P Slevin III, P.E., Interim Public Works Director Robert K. Biles, Finance Director Tansy Hayward, City Manager's Office		

5. REQUESTED EFFECTIVE DATE: MAY 13, 2008

Construction of the first phase of the Historic Water Ditch Trail is anticipated to begin in July 2008 and the execution of this agreement ensures that this portion of the funding is in place.

6. SUMMARY AGENDA TITLE: (A concise sentence, as it will appear on the Council agenda.)

Authorizing execution of an Interlocal Agreement with the Metropolitan Park District of Tacoma to accept a \$100,000 contribution, and depositing said monies into Fund 1140 Paths and Trails Reserve Fund, for costs associated with construction of the Historic Water Ditch Trail through South Park.

7. BACKGROUND INFORMATION/GENERAL DISCUSSION: (Why is this request necessary? Are there legal requirements? What are the viable alternatives? Who has been involved in the process?)

Construction of the first phase of the Historic Water Ditch Trail includes a section of Trail through South Park. The Public Works Department has coordinated the design for this section of Trail with Metro Parks to ensure that its' location complements South Park and the Community Center. In addition, an Open House was held in March 2008 to solicit community comments about the Trail design.

The Metro Parks contribution is expected to fund two-thirds of the project through South Park. The City agreed to include the South Park Trail reconstruction portion of the project into its project to meet the community's desire to complete a longer section of the Trail project. The increased scope of work is expected to produce a cost savings based on the larger scale Trail project. Funds for Metro Parks' contribution to the construction of this portion of the Trail are bond proceeds that must be used for public park and recreation capital purposes. The Interlocal Agreement establishes the structure and parameters for payment of these funds for construction purposes.

8. LIST ALL MATERIAL AVAILABLE AS BACKUP INFORMATION FOR THE REQUEST AND INDICATE WHERE FILED:

Source Documents/Backup Material	Location of Document
Interlocal Agreement/ Metropolitan Park District	City Clerk's Office

9. FINANCIAL IMPACT: A. ☐ NO IMPACT (NO FISCAL NOTE)
B. ☒ YES, OVER \$100,000, Fiscal Note Attached
C. ☐ YES, UNDER \$100,000, (NO FISCAL NOTE) Provide funding source information below:

FUNDING SOURCE: (Enter amount of funding from each source)

Fund Number & Name:	State \$	City \$	Other \$ Metro Parks	Total Amount
Fund 1140, Paths and Trails Reserve			\$100,000	\$100,000
If an expenditure, Is it budgeted?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Where? Cost Center:	PWK-00216
			Acct #:	5330100

74

METROPOLITAN PARK DISTRICT OF TACOMA

RESOLUTION NO. R55-08

**ALLOCATING \$100,000 IN 2005 UTGO TRAIL IMPROVEMENT PROGRAM FUNDS
FOR MATCHING FUNDS FOR THE SOUTH PARK/WATER DITCH TRAIL
PROJECT AND DIRECTING THE EXECUTIVE DIRECTOR TO EXECUTE AN
INTERLOCAL AGREEMENT WITH THE CITY OF TACOMA REGARDING
CONSTRUCTION AND MAINTENANCE OF THE TRAIL**

WHEREAS, the Board of Park Commissioners of the Metropolitan Park District of Tacoma desires to enhance the pedestrian and bicycle trail system within the District; and

WHEREAS, the 2005 UTGO Bond allocated \$300,000 for trails including the Water Ditch Trail; and

WHEREAS, the Water Ditch Trail project, City Council Resolution No. 36923, is approximately 9,800 linear feet of paved pedestrian/bike trail between South 72nd Street and South 43rd Street; and

WHEREAS, a portion of the Water Ditch Trail passes through South Park; and

WHEREAS, Metro Parks staff and city of Tacoma staff have worked together on the design of Water Ditch Trail through South Park; and

WHEREAS, Metro Parks staff recommends contributing two thirds (2/3rds) of the construction cost up to \$100,000 of the 2005 UTGO Trail Improvement Funds ; and

WHEREAS, the City of Tacoma has approved the Agreement, City Council Resolution No. 37476, on May 13, 2008; now, therefore, be it

RESOLVED by the Board of Park Commissioners of the Metropolitan Park District of Tacoma to allocate \$100,000 in 2005 UTGO funds to the South Park/Water Ditch Trail project and that the Executive Director execute the Interlocal Agreement.

The foregoing resolution was adopted by the Board of Commissioners of the Metropolitan Park District of Tacoma at a regular meeting held on June 9, 2008.

ATTEST:

Jennifer Boumar
Secretary

M. Woodards
President
D. W. Melt
Clerk



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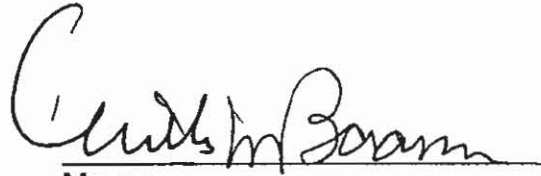
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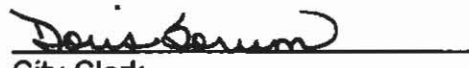


1 \$100,000 contribution for costs associated with the construction of the Historic
2 Water Ditch Trail, said document to be substantially in the form of the proposed
3 interlocal agreement on file in the office of the City Clerk.

4 Adopted MAY 13 2008

5 
6 Chris McBoarn
7 Mayor

8 Attest:

9 
10 Denis Serun
11 City Clerk

12 Approved as to form:

13 
14 Assistant City Attorney