

**FIRST AMENDMENT TO THE  
INTERLOCAL COOPERATION AGREEMENT  
FOR PEOPLE'S COMMUNITY CENTER POOL  
BETWEEN  
THE METROPOLITAN PARK DISTRICT OF TACOMA  
AND  
THE CITY OF TACOMA**

The **Metropolitan Park District of Tacoma**, a municipal corporation ("Metro Parks"), and the **City of Tacoma**, a municipal corporation (the "City") hereby enter into this **First Amendment to the Interlocal Cooperation Agreement for People's Community Center Pool** this \_\_\_\_\_ day of \_\_\_\_\_, 2016 (separately "First Amendment" and together with the "Original Agreement" collectively referred to as the "Agreement") in order to formally amend that certain **Interlocal Cooperation Agreement for People's Community Center Pool** entered into between Metro Parks and the City dated May 15, 2015 (separately the "Original Agreement").

WHEREAS the purpose of the Original Agreement was to set forth the terms and conditions for Metro Parks and the City to jointly finance the demolition, design and new construction of a public pool at People's Community Center located at 1602 MLK Jr Way, Tacoma WA for the benefit of the citizens served by both parties to the Agreement; and

WHEREAS this First Amendment is intended to amend the Original Agreement by addressing additional improvements requested by Metro Parks to the People's Community Center, including shower/locker room enhancements, replacement of the Gym roof, and exterior painting of the center;

NOW THEREFORE, the parties hereby amend the Agreement as follows:

A. Section 5 of the Original Agreement is hereby deleted and replaced with the following:

5. Funding. The Parties currently estimate the cost of design and construction of the Project at approximately Eight Million, One Hundred Forty-Four Thousand Seven Hundred Dollars (\$8,144,700.00). Metro Parks hereby agrees to provide up to Two Million, Three Hundred Twenty Thousand Dollars (\$2,320,000.00) (hereinafter referred to as the "Funds") to the City, to be used exclusively for construction of the Pool. The Funds must only be used for public park and recreation capital improvements. The Funds shall not be used to pay for City staff costs and/or associated expenses nor shall the Funds be used for design costs, bidding, testing, and/or permitting nor shall the Funds be used for maintenance and/or operations. Metro Parks financial contribution to this Project will be acknowledged on a project sign posted for the duration of the construction on the Project site.

B. The last row of Section 8 ("Timetable") of the Original Agreement ("Completion of Construction") is hereby superseded and replaced with the following:

"The parties anticipate the completion of improvements and opening of the pool to the public in mid-September 2016."

C. Section 9 of the Original Agreement is hereby deleted and replaced with the following:

Payment From Metro Parks. Metro Parks agrees to pay the Funds to the City as construction progresses. Metro Parks will make construction progress payments proportionately equal to the percent of work complete as provided in the contractors invoices as approved and agreed to by both the City and Metro Parks, no more frequently than on a monthly basis, within thirty (30) days of the City's submittal of invoices. The City shall apply the Funds exclusively to expenses incurred in the construction of the Pool and additional improvements. The City agrees to use Metro Parks' commitment to provide the Funds, along with the monies contributed by the City, for the total project cost currently estimated to be Eight Million One Hundred Forty-Four Thousand Seven Hundred Dollars (\$8,144,700.00). Metro Parks shall pay a total of \$1,740,000 for the initial improvements and pay \$580,000 for additional improvements requested by Metro Parks, for a cumulative amount of \$2,320,000. Metro Parks shall pay for unforeseen conditions and changes identified in the course of construction of the additional improvements. The following summarizes the additional improvement costs:

• Gym Roof Improvements	171,025.00
• Exterior Painting	31,487.00
• <u>Locker Room Enhancements</u>	<u>278,519.00</u>
• Sub-Total	481,031.00
• <u>Construction Contingency (10%)</u>	<u>48,103.10</u>
• Sub-Total	529,134.10
• <u>WSST (9.6%)</u>	<u>50,796.87</u>
• <b>Total (Rounded)</b>	<b>\$ 580,000.00</b>

D. Except as modified herein, the Original Agreement remains in full force and effect and together with this First Amendment constitutes the Agreement.

SIGNATURES ON FOLLOWING PAGE

**ORIGINAL**




This First Amendment to Interlocal Cooperation Agreement for People's Community Center Pool shall be effective as of the date set forth above.

Accepted for the City of Tacoma:

  
T.C. Broadnax  
City Manager

Accepted for the Metropolitan Park District of Tacoma:


  
Jack C. Wilson  
Executive Director

Approved:


  
Kurtis D. Kingsolver, P.E.  
Director Public Works/City Engineer

 (for S. Sylvia)  
Sharon Sylvia  
Assistant Executive Director

  
Andrew Chernillo  
Finance Director

  
Brett Freshwaters  
Chief Financial Officer

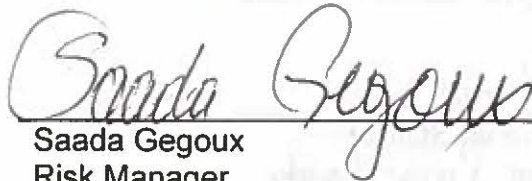
Attest:

  
Doris Sorum  
City Clerk

Approved as to form:

  
Deputy City Attorney

  
Mark R. Roberts  
Metro Parks General Counsel

  
Saada Gegoux  
Risk Manager

  
James McDonald  
Risk Manager

**ORIGINAL**

STATE OF WASHINGTON )

County of Pierce ) : SS

On this 27 day of July, 2016, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **T.C. BROADNAX** to me known to be the **CITY MANAGER** of the **City of Tacoma**, 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.



Jennifer Beauchamp  
Notary Public in and for the State of  
Washington, residing at Thurston

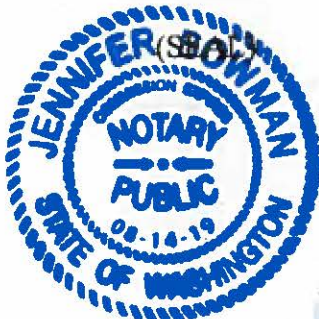
My commission expires 7-8-19

STATE OF WASHINGTON )

County of Pierce ) : SS

On this 28 day of June, 2016, 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.



Jennifer Bowman  
Notary Public in and for the State of  
Washington, residing at Pierce County

My commission expires 8/14/19