

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

THIS AGREEMENT is entered into this 12th day of July, 2013 by and between the **Metropolitan Park District of Tacoma**, a municipal corporation ("Metro Parks"), and the **City of Tacoma**, a municipal corporation (the "City") for the purpose of jointly financing the demolition, design and new construction of a public pool at People's Community Center located at 1602 MLK Jr Way, Tacoma, WA and depicted on the attached Exhibit A (hereinafter referred to as the "Pool") for the benefit of the citizens of the City of Tacoma, based upon the following terms and conditions:

1. Intergovernmental Cooperation Act. This Agreement is entered into pursuant to the Intergovernmental Cooperation Act, chapter 39.34 RCW.
2. Purpose. The City and Metro Parks agree that the existing Pool at People's Community Center must be replaced due to its current condition and state of disrepair. The parties believe that the Pool is a significant and important recreational resource to the community that should be retained. The Parties therefore are willing to fund the project as provided below.
3. Project. The Project consists of making improvements to the People's Community Center that include designing, demolishing, and constructing a new aquatic facility, and installing related signage, landscaping, and other related features (the "Project").
4. Funding. The Parties currently estimate the cost of design and construction of the Project at approximately Six Million Three Hundred Fifty Thousand Dollars (\$6,350,000.00). Metro Parks hereby agrees to provide up to One Million, Six Hundred and Fifty Thousand Dollars (\$1,650,000.00) (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.
5. Design. The City shall be responsible for the selection and hiring of the design professionals to design the new Pool. The City has selected NAC Architecture to perform the design work, which is acceptable to Metro Parks. Project design and specifications shall be reviewed by both a Metro Parks staff team and by Metro Parks Board of Park Commissioners at schematic, design development, and construction

document phases. The final design shall be subject to Metro Parks review and approval. Unless or until Metro Parks approves the final design for the Project, Metro Parks shall not be required to provide any Funds.

6. Construction. The City shall be responsible for the bidding, selection and hiring of the contractor with input from Metro Parks through having a Metro Parks representative on the Selection Advisory Committee. The City shall comply with its statutory requirements regarding notice for bids or proposals for goods or services used to construct the Pool. 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 provide proof of its compliance with applicable public bidding and procurement laws, rules and regulations upon Metro Parks' request.

7. Timetable. The parties anticipate the following schedule with regard to the project:

Selection of Design Professional	2 nd Qtr 2013
Completion of Final Design	2 nd Qtr 2014
Commencement of Construction	3 rd Qtr 2014
Completion of Construction	3 rd Qtr 2015

8. Payment From Metro Parks. Metro Parks agrees to pay the Funds to the City as construction progresses. Metro Parks will make construction progress payments equal to 26% of the percentage of work completed 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, together with its warrant of monies paid and copies of the invoices that it has paid. The City shall apply the Funds exclusively to expenses incurred in the construction of the Pool. 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 Six Million Three Hundred Fifty Thousand Dollars (\$6,350,000.00). Metro Parks shall not be required to pay more than a total of One Million, Six Hundred and Fifty Thousand Dollars (\$1,650,000.00) even if the total project cost exceeds the estimate and if the total project cost is less than \$6,350,000 then Metro Parks' contribution shall not exceed 26% of that actual cost.

9. Ownership, Operation and Duration of Agreement. The City currently owns the People's Community Center. The City shall at all times remain the owner of the People's Community Center and the Center and pool shall be continuously operated as a public facility and for the benefit of the public. The foregoing notwithstanding, the City agrees that it shall not lease, sell, convey or transfer any interest in the Center without Metro Parks' prior written consent or unless the City first reimburses Metro Parks for all of the Funding provided herein. This Agreement shall remain in place until (1) the City transfers the Center to another party in accordance with this Agreement or (2) the Parties mutually agree to terminate this Agreement.

10. Sustainable Practices. Metro Parks encourages the use of environmentally sustainable design and construction practices for the implementation of this Project; and, outreach and engagement of project stakeholders and affected members of the public.

11. No Separate Legal Entity. 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 Pool. Metro Parks shall have no obligation to any party providing labor, services, equipment or materials used in the construction of the Pool except as expressly provided in this Agreement.

12. Indemnification. 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 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.

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 or wrongful conduct 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.

13. Dispute Resolution. In the event of a dispute between Metro Parks and the City arising out of or relating to this Agreement, the Metro Parks Executive Director and the City Manager or their designated representatives shall review such dispute and options for resolution. If the dispute cannot be resolved by Metro Parks Executive Director and the City Manager, the dispute may be submitted to mediation, and if still not resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

14. Enforcement, Interpretation, Venue. 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. The prevailing party in any arbitration or litigation arising out of this Agreement shall be entitled to reasonable attorney's fees, costs and expert witness fees. 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 City or Metro Parks 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.

15. Integration and Amendment. There are no oral Agreements between the parties affecting the meaning, content, purpose, or effect of this Agreement. The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties

16. Invalid Provisions. If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby, if such remainder would then continue to serve the purposes and objectives of the parties

17. Filing. By its signature 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 Interlocal Agreement shall be filed with the Pierce County Auditor pursuant to chapter 39.34 RCW. Alternatively, a copy of this Interlocal Agreement may be listed by subject on the City and Metro Park's web site or other electronically retrievable public source.

This Agreement 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.
Interim Director Public Works/City
Engineer

Wayne Williams
Director of Business and Operational
Support




Andrew Cherullo
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

Debbie Dahlstrom
Risk Manager

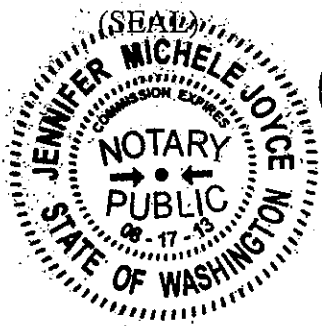
James McDonald
Risk Manager

STATE OF WASHINGTON)

County of Pierce) : ss

On this 11th day of July, 2013, 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.



Notary Public in and for the State of Washington, residing at 2817 Alcewood, WA

My commission expires 08-17-13

STATE OF WASHINGTON)

: ss

County of Pierce)

On this _____ day of _____, 2013, 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.

(SEAL)

Notary Public in and for the State of
Washington, residing at _____

My commission expires _____

EXHIBIT A
SITE PLAN

