AMENDMENT NO. 1 TO INTERLOCAL COOPERATIVE AGREEMENT

THIS FIRST AMENDMENT ("First Amendment") is made and entered into this 13th day of April, 2010, between the CITY OF TACOMA, (the "CITY") and the TOWN OF RUSTON ("RUSTON").

WHEREAS, the CITY and RUSTON entered into that certain INTERLOCAL COOPERATIVE AGREEMENT dated July 24, 2006 that was recorded under Pierce County Auditor's File No. 200607260916 (the "Agreement") for the purpose of cooperating between the two jurisdictions on economic development and other projects as specified in the original Agreement; and

WHEREAS, the parties wish to amend the Agreement to clarify Section 5 regarding the effective period of the Agreement and each party's time for performance thereunder;

NOW, THEREFORE, the parties hereby agree as follows:

1. Section 5. of the original Agreement is hereby deleted and replaced with the following:

   This Agreement shall be effective beginning on January 1, 2006 for an initial period of five (5) years, regardless of the date of execution, and shall be automatically renewed on January 1 of each successive year unless
either party gives its intention to terminate this Agreement by giving the
other sixty (60) days' prior written notice of termination.

2. This First Amendment clarifying the effective period of the Agreement shall
not entitle either party to any additional compensation of funds under the
Agreement.

EXCEPT AS EXPRESSLY MODIFIED BY THIS FIRST AMENDMENT, ALL
OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN
THE SAME AND IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the Parties hereto have entered into this First Amendment to
Interlocal Cooperative Agreement effective as of the day and year first written above.

CITY OF TACOMA

[Signature]
Eric Anderson, City Manager

[Signature]
Ryan Petty
Community and Economic
Development Director

Approved:

[Signature]
Robert K. Biles
Finance Director

Approved:

[Signature]
Debbie Dahlstrom
Risk Management

TOWN OF RUSTON

[Signature]
Mayor

Attest:

[Signature]
Town Clerk

Amendment No. 1 to Interlocal Cooperative Agreement JHC
Page 2 of 3
Approved as to Form and Legality:

Deputy City Attorney

Attest:

Doris Sorum, City Clerk

ORIGINAL
RESOLUTION NO. 38225

A RESOLUTION relating to economic development; authorizing the execution of the First Amendment to the Interlocal Cooperative Agreement ("Agreement") between the City and the Town of Ruston by clarifying the effective period of the Agreement.

WHEREAS chapter 39.34 RCW provides that two or more local governmental entities may, by interlocal governmental agreement, join together for any common purpose, and

WHEREAS, on June 6, 2006, the City Council adopted Resolution No. 36872, authorizing the execution of an Interlocal Cooperative Agreement ("Agreement") with the Town of Ruston for the purpose of improving the operations and streetscape of the Ruston Point Defiance Business District,

and

WHEREAS the parties wish to amend the Agreement to clarify the effective period of the Agreement and each party's time for performance thereunder; Now, Therefore,

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

That the proper officers of the City are hereby authorized to execute the First Amendment to the Interlocal Cooperative Agreement ("Agreement")
between the City and the Town of Ruston by clarifying the effective period of
the Agreement, said document to be substantially in the form of the proposed
amendment on file in the office of the City Clerk.

Adopted MAR 29 2011

Attest: Mayor

City Clerk

Approved as to form:

Deputy City Attorney
REQUEST FOR

☐ ORDINANCE  ☒ RESOLUTION

1. DATE: January 20, 2011

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

3a. REQUESTING DEPARTMENT/DIVISION/PROGRAM
CED / Private Capital / Neighborhood Business Districts

3b. “DO PASS” FROM [Committee Name]
☐ Yes
☐ No
☐ To Committee as information only
☒ Did not go before a Committee

3c. DID THIS ITEM GO BEFORE THE PUBLIC UTILITY BOARD?
☐ Yes, on
☒ Not required

4a. CONTACT (for questions):
Shari Hart
PHONE: 253-591-5208

4b. Person Presenting:
Shari Hart
PHONE: 253-591-5208

4c. ATTORNEY:
Jeff Capell
PHONE: 253.591.5638

5. REQUESTED COUNCIL DATE: March 29, 2011
(If a specific council meeting date is required, explain why; i.e., grant application deadline, contract expiration date, required contract execution date, public notice or hearing required, etc.)

6. SUMMARY AGENDA TITLE: (A concise sentence, as it will appear on the Council agenda.)
Authorizing execution of the First Amendment to the Interlocal Cooperative Agreement for the purposes of improving the operations and streetscape of the Ruston Pt. Defiance Business District.

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?)
When the Ruston Pt. Defiance Business District was formed in 2006, the City of Tacoma and the Town of Ruston entered into an interlocal agreement for the purposes of improving the operations and streetscape of the District. The original interlocal agreement is dated July 24, 2006, and was for an initial period of five (5) years; this amendment formalizes the annual renewal of this agreement until either party gives a sixty (60) day written notice of termination.

8. LIST ALL MATERIAL AVAILABLE AS BACKUP INFORMATION FOR THE REQUEST AND INDICATE WHERE FILED:
Source Documents/Backup Material
Resolution 36872
Interlocal Agreement dated July 24, 2006
First Amendment to Interlocal Agreement
Location of Document
City Clerk’s Office
City Clerk’s Office
City Clerk’s Office

9. WHICH OF THE CITY’S STRATEGIC GOALS DOES THIS ITEM SUPPORT? (CHECK THE GOAL THAT BEST APPLIES)
A. ☒ A SAFE, CLEAN AND ATTRACTIVE COMMUNITY
B. ☐ A DIVERSE, PRODUCTIVE AND SUSTAINABLE ECONOMY
C. ☐ A HIGH-PERFORMING, OPEN AND ENGAGED GOVERNMENT
10. If this contract is for an amount of $200,000 or less, explain why it needs legislative approval:
   Interlocal agreement between two municipalities.

11. Financial impact:  
   - ☐ Expenditure  ☐ Revenue

   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 $  Total Amount
   
   If an expenditure, is it budgeted?  ☐ Yes  ☐ No  Where? Cost Center:
   Acct #:  

   ☐

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   Office of the City Clerk (01/07/2011)
TO: Eric Anderson,  
City Manager

FROM: Martha Anderson, Acting Director  
Community and Economic Development Department

SUBJECT: Request 12865 on City Council March 29 Agenda - Amendment to Interlocal Cooperative Agreement with the Town of Ruston

DATE: March 22, 2011

On June 6, 2006, the City Council authorized an Interlocal Cooperative Agreement (Resolution 36872) with the Town of Ruston to improve the operations and streetscape of the Ruston-Defiance Business District. The agreement allows for businesses and property owners in both municipalities to work in partnership with City staff to support the goals of the Ruston-Defiance Business District.

Request 12865 proposes the first amendment to this Interlocal Cooperative Agreement. The original agreement, dated July 24, 2006, was for a period of five years; this amendment clarifies the original language to indicate the parties' intent that the agreement is to be renewed annually until either party gives a sixty-day written notice of termination.

The proposed amendment revises section 5 of the agreement.

Old language:
5. This Agreement shall be effective on January 1, 2006, for 5 years, regardless of the date of execution and shall be automatically renewed on January 1, 2006, of each successive year. Any party may terminate its participation in this Agreement by giving 60 days notice of termination to the other parties hereto.

New language:
1. Section 5. of the original Agreement is hereby deleted and replaced with the following:

This Agreement shall be effective beginning on January 1, 2006, for an initial period of five (5) years, regardless of the date of execution, and shall be automatically renewed on January 1 of each successive year unless either party gives its intention to terminate this Agreement by giving the other sixty (60) days prior written notice of termination.

2. This First Amendment clarifying the effective period of the Agreement shall not entitle either party to any additional compensation of funds under the Agreement.

All other terms and conditions of the Agreement remain the same.