

**INTERAGENCY COOPERATION AGREEMENT
FOR THE EASTSIDE COMMUNITY CENTER CONSTRUCTION
BETWEEN
THE METROPOLITAN PARK DISTRICT OF TACOMA
AND
THE CITY OF TACOMA**

THIS AGREEMENT is entered into this ____ day of _____, 2017 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 construction of a new community center on the Eastside of the City of Tacoma (herein referred to as the "Community Center"), for the benefit of the citizens of the City of Tacoma, based upon the following terms and conditions:

1. Purpose. The City and Metro Parks agree that a new community center is desired on the Eastside of Tacoma, to provide for recreational, athletic and aquatic facilities. The Parties therefore are willing to fund the project as provided below.
2. Project. The Project consists of the construction of a new 55,000 square-foot Community Center on the Eastside of the City of Tacoma (the "Project"). The Project consists of a swimming pool, gym, and social hall and brings after-school activities, a teaching kitchen, sound recording studio and more to residents of the neighborhood and beyond. The Project is depicted in Exhibit "A" attached hereto and incorporated herein by this reference.
3. Funding Obligations. Metro Parks estimates the Project to cost Thirty One Million Dollars (\$31,000,000). The City hereby agrees that its sole funding obligation under this agreement is Five Million Dollars (\$5,000,000) (hereinafter referred to as the "Funds") to Metro Parks, to be used exclusively to reimburse Metro Parks for documented Project construction costs. The Funds shall not be used to reimburse Metro Parks for staff costs and associated expenses nor shall the Funds be used for the costs of design, maintenance or operations. Metro Parks shall be responsible for paying any and all Project costs in excess of the Funds contributed by the City.
4. Timetable. Metro Parks anticipates the Community Center to be completed late summer 2018.
5. Request for Reimbursement. Metro Parks shall, prior to issuance of a certificate of occupancy for the Community Center, submit a request to the City for a lump-sum payment of \$5,000,000 for reimbursement of eligible Project construction costs. Construction costs incurred by Metro Parks for work on the Project performed prior to the effective date of this Agreement are not eligible for reimbursement. Soft costs (design, permitting, project management, project administration, Metro Parks staff labor, maintenance, and operations) are not eligible for reimbursement. The reimbursement request shall include copies of original bills, invoices, expense accounts, payroll records/time sheets, and miscellaneous data and records retained by

Metro Parks supporting the request for reimbursement. Within sixty (60) days of Metro Parks submittal of the reimbursement request, together with its warrant of monies paid and copies of the invoices that it has paid and any other records that the City requests, the City shall make one lump-sum payment of the Funds. Metro Parks shall apply the Funds exclusively to expenses incurred in the construction of the Community Center.

6. Sustainable Practices. The City encourages the use of environmentally sustainable practices for the implementation of this Project; and, outreach and engagement of project stakeholders and affected members of the public. In accordance with State Grant requirements, Metro Parks will pursue LEED Silver certification for the project.

7. 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. Metro Parks shall remain responsible for administering the construction of the Project. The City shall have no obligation to any party providing labor, services, equipment or materials used in the Project except as expressly provided in this Agreement.

8. Indemnification. 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.

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.

9. Dispute Resolution. In the event of a dispute between the City and Metro Parks arising out of or relating to this Agreement, the City Manager and Metro Parks Executive Director or their designated representatives shall review such dispute and options for resolution. If the dispute cannot be resolved by the City Manager and Metro Parks Executive Director, the dispute may be submitted to mediation.

10. 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.

11. 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

12. Invalid Provisions/Severability. 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

This Agreement shall be effective as of the date set forth above.

Accepted for the City of Tacoma:

Accepted for the Metropolitan Park
District of Tacoma:

Elizabeth A. Pauli
City Manager



Shon Sylvia
Executive Director

Approved:

Kurtis D. Kingsolver, P.E.
P.W. Director / City Engineer



Peter Mayer
Assistant Executive Director

Andrew Cherullo
Finance Director




Erwin Vidallon
Chief Financial Officer

Attest:

Doris Sorum
City Clerk


Approved as to form:

Deputy City Attorney



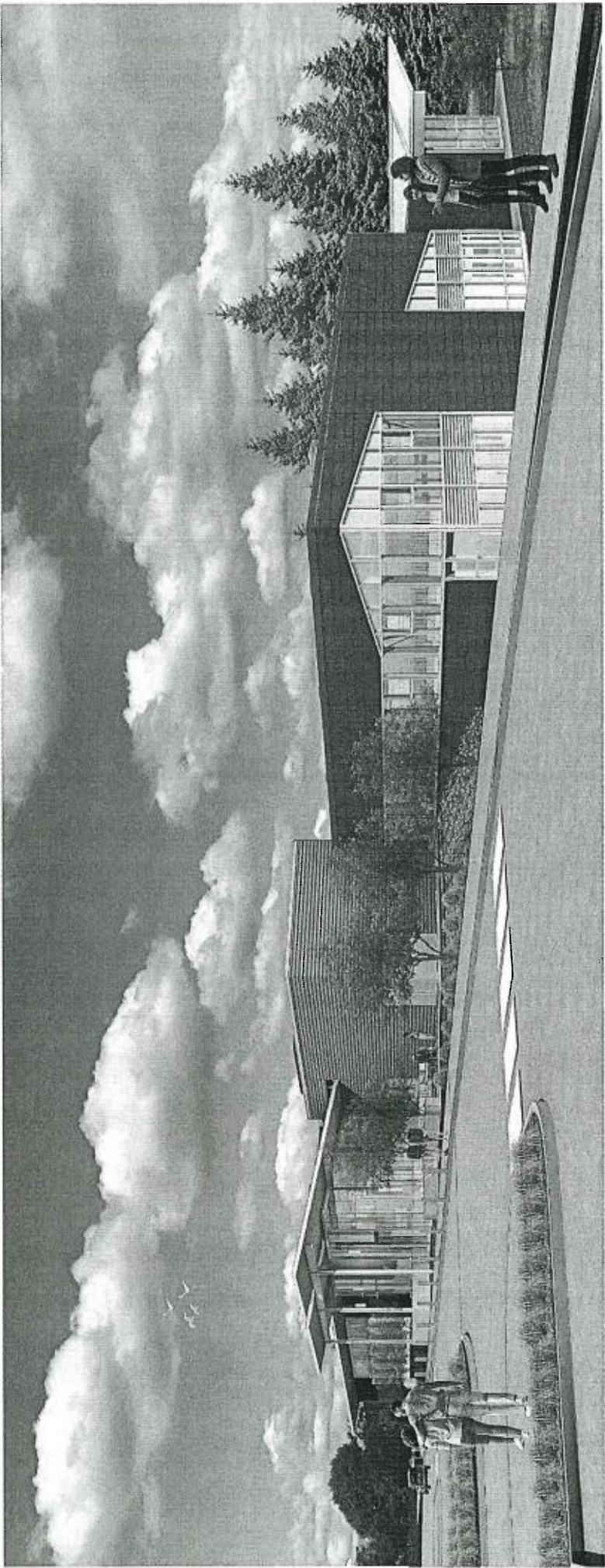
Mark R. Roberts
Metro Parks General Counsel

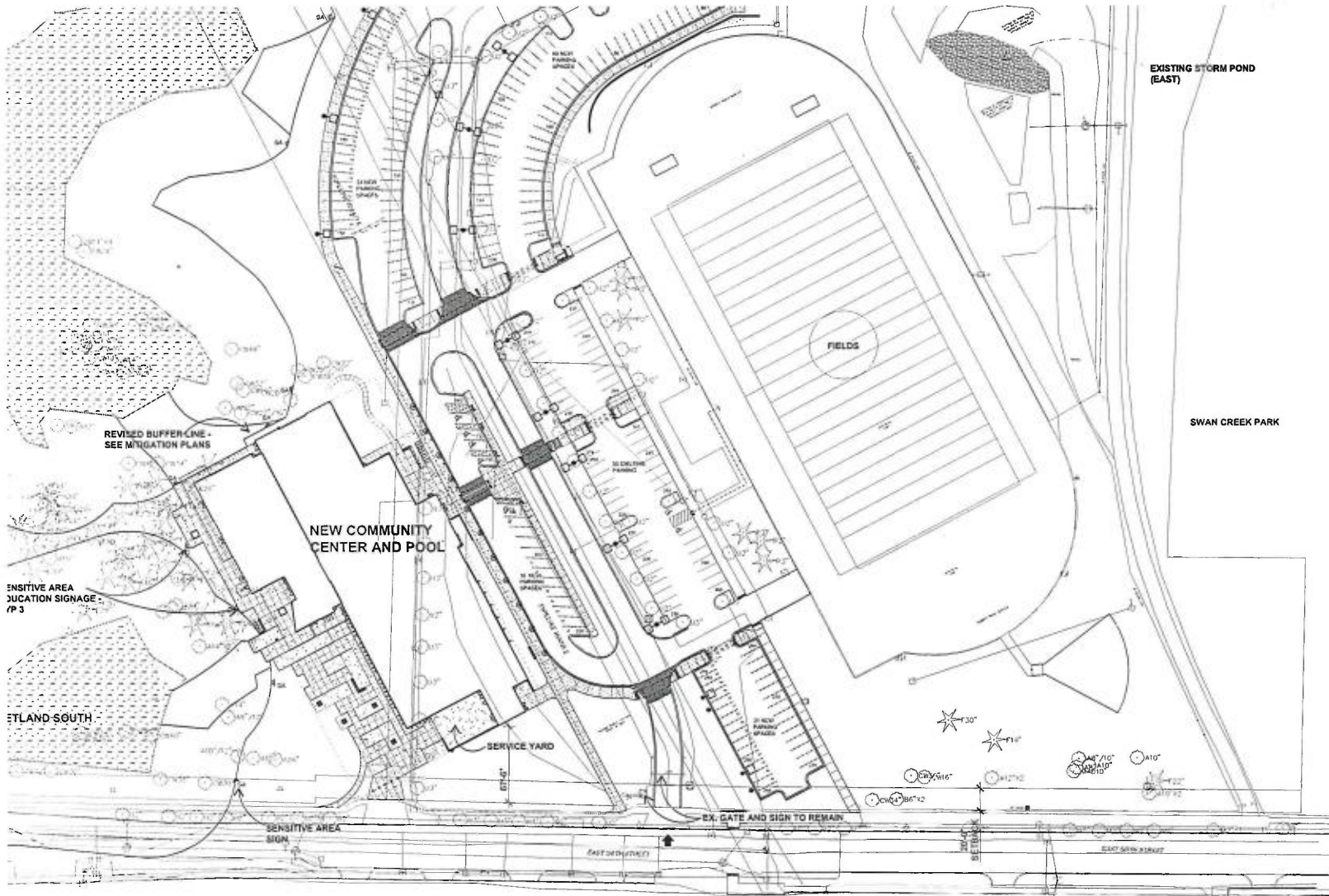
Saada Gegoux
Risk Manager



James McDonald
Risk Manager

EXHIBIT A
(Depiction of Project)





NOTE: SEE SHEET A1.4 FOR
ENLARGED SITE AND PARKING PLAN

