

**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 the “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 address additional agreement between the parties regarding addition 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 by revising the following sections as follows:

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

7. 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>
• Total (Rounded)	\$ 580,000.00

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

Accepted for the City of Tacoma:

Accepted for the Metropolitan Park
District of Tacoma:

T.C. Broadnax
City Manager

Jack C. Wilson
Executive Director

Approved:

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

Shon Sylvia
Assistant Executive Director

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

Saada Gegoux
Risk Manager

James McDonald
Risk Manager

