

1 **INTERLOCAL AGREEMENT FOR**
2 **OPERATION AND MANAGEMENT OF**
3 **FORT STEILACOOM PARK BETWEEN**
4 **CITY OF LAKEWOOD AND PIERCE COUNTY**

5
6 This Interlocal Agreement (the "Agreement") is entered into between the City of Lakewood,
7 Washington ("Lakewood"), and Pierce County (the "County") collectively, ("the Parties").

8 **RECITALS**

9 1. The Parties desire to enter into an agreement pursuant to Chapter 67.20 RCW for the
10 maintenance and operation of Fort Steilacoom Park (the "Facility"), on property owned by the
11 State of Washington, and located within the city limits of Lakewood. A legal description of the
12 Facility is contained in attached Exhibit 1, which is incorporated by this reference.

13 2. The State of Washington owns the Facility. The County has a property interest in the
14 Facility in accordance with the State of Washington Lease No. 58685, dated October 26, 1970.
15 State of Washington Lease No. 58685 is scheduled to expire on December 1, 2025. A copy of
16 Lease No 58685 is attached as Exhibit 2 and incorporated by this reference.

17 3. Lakewood desires to operate and manage the Facility. The County will assist Lakewood
18 to execute a new agreement with the State of Washington that supports use of the land for public
19 recreation, education and cultural and historic preservation.

20 4. Pierce County desires to maintain its property interest in the Facility until December 31,
21 2014, by which time it intends to terminate Lease No. 58685 with the State of Washington,
22 effective January 1, 2015.

23 **NOW, THEREFORE,** for the mutual benefits to be derived, the Parties agree as follows:

24 1. **Term.**

25 This Agreement shall commence on January 1, 2012 and shall expire on December 31,

26 2014, unless earlier terminated in accordance with Section 14 or extended by mutual written
27 agreement of the Parties.

28 **2. Purpose and Use.**

29 The purpose of this Agreement is to allow Lakewood to maintain and operate the Facility
30 in a manner that provides joint equal benefit to all citizens of Pierce County.

31 **3. Finance and Conditions.**

32 The County promises and agrees to pay a total of \$150,000 to Lakewood. The County
33 will pay \$50,000 annually for three years. Payments will be made to Lakewood by July 1st each
34 year from 2012 to 2014. Lakewood will submit a financial report to the County listing all
35 revenues and expenses incurred in the previous year. This financial report shall be due January
36 15th each year.

37 **4. Fees for Use.**

38 Lakewood and the County shall have the right to establish and collect fees or other
39 charges for use of the Facility. Any and all fees collected by the County will be paid to
40 Lakewood by the County in the same amount. All fees and charges shall be the same for all
41 citizens whether they reside in the incorporated or unincorporated portions of Pierce County.
42 Revenue received for activities scheduled at the Facility will be used by Lakewood to offset
43 maintenance costs of the Facility.

44 **5. Rights of Use and Scheduling.**

45 Lakewood shall be solely responsible for scheduling use of the Facility including special
46 events, use of the athletic fields and other public uses. Nevertheless, it is the intention of the
47 Parties that Lakewood will, upon timely request, cooperate with the County in the scheduling of
48 County events which do not unduly interfere with the activities of Lakewood's use rights on the

49 particular requested time and date.

50 Lakewood will communicate and actively work with traditional user groups and special
51 event groups at the Facility, including, but not limited to: model boat clubs, school cross country
52 teams, private running and walking clubs, bicycling groups, bird watching groups, group picnics,
53 dog-a-thons, weddings, the annual Korean American Association of Tacoma picnic, and the
54 Civil War Reenactment.

55 **6. Concessions.**

56 Lakewood shall be solely responsible for scheduling and providing concessions for the
57 Facility and will retain concession proceeds. For County events, the County shall have the right
58 to provide concessions and pay Lakewood those concession proceeds. Lakewood and the
59 County shall not permit the sale of tobacco products at the Facility.

60 **7. Signs.**

61 Signage for the Facility should be designed to inform the public that the Facility is
62 managed and operated by Lakewood. The County shall be listed as a project partner on signage
63 for capital improvements located at the Facility for which the County contributed funding.

64 **8. Sponsorship & Scholarships**

65 If scholarships to low-income or special individuals are provided they shall be made
66 equally available for all citizens whether they reside in the incorporated or unincorporated
67 portions of Pierce County.

68 **9. Security.**

69 Lakewood shall be solely responsible for the security of the Facility.

70 **10. Maintenance.**

71 Lakewood shall be responsible for all maintenance, repair and routine replacement costs

72 associated with the operation and maintenance of the Facility. Lakewood shall, at its own
73 expense, at all times keep the property and all improvements thereon in safe, sanitary, neat, good
74 working condition and in a good state of repair. The condition of the facility in general must be
75 maintained at the same standards as before the execution of this Agreement when maintained by
76 the County. The County has no obligation to maintain or to make any repairs, additions, or
77 improvements to the premises unless a joint agreement concerning such improvements is
78 executed between the two parties.

79 **11. Capital Improvements.**

80 Lakewood shall be responsible for any and all capital improvements to the Facility during
81 the term of this Agreement. It is understood that the Facility has historically significant structures
82 that may not readily be restored or replaced if damaged. The County has no obligation to
83 contribute funds for any and all capital improvements to the Facility premises unless a joint
84 agreement concerning such capital improvements is executed between the Parties.

85 **12. Planning.**

86 Lakewood and the County agree to work cooperatively on any and all management plans
87 affecting the Facility.

88 **13. Successors to the Agreement.**

89 Subject to applicable law, the County may at its option retain its rights to the Facility or
90 may at its option assign or transfer its rights hereunder to a park and recreation service area, park
91 and recreation district, metropolitan park district or other municipal corporation. In the event the
92 County elects to transfer and/or assign its rights to the Facility, Lakewood shall be given the
93 right of first refusal: the opportunity to accept the transfer and/or assignment before any other
94 entity can be considered. In the event that Lakewood elects to decline the transfer and/or

95 assignment from the County, the County may then, at its option, elect to transfer its right to
96 another entity. However, any such transfer, to a special purpose district shall be effective only
97 upon Lakewood's written acceptance of the assignment, which acceptance shall not be
98 unreasonably withheld, and transfer subject to the terms and conditions of this Agreement and
99 City rights hereunder. Similarly, if Lakewood is merged with another governmental entity,
100 special use district or municipal corporation, Lakewood, may, at its option assign and transfer its
101 rights under this Agreement, so long as the successor accepts that assignment and transfer in
102 writing, subject to the terms and conditions of this Agreement and the County's rights hereunder.

103 **14. Binding**

104 This Agreement shall be binding upon and shall insure to the benefit of the Parties and
105 their respective successors and assigns.

106 **15. Indemnification.**

107 The County shall defend, indemnify, and save harmless Lakewood, its officers,
108 employees and agents from any and all costs, claims, judgments, awards of damages, resulting
109 from the sole negligence of the County, its officers, employees, or agents associated with this
110 agreement. In executing this agreement, the County does not assume liability or responsibility
111 for or release Lakewood from any liability or responsibility to the extent that such liability or
112 responsibility arises from the existence or effect of Lakewood ordinance, rules, regulations,
113 resolutions, customs, policies or practices. If any cause, claim, suit, action or administrative
114 proceeding is commenced in which the enforceability and/or validity of any such Lakewood
115 ordinance, rule, regulation, resolution, custom, policy or practice is at issue, Lakewood shall
116 defend the same at its sole expense and if judgment is entered or damages awarded against
117 Lakewood, the County or both, Lakewood shall satisfy the same, including all chargeable costs

118 and attorney fees.

119 Lakewood shall defend, indemnify, and save harmless the County, its officers, employees
120 and agents from any and all costs, claims, judgments, awards of damages, resulting from the sole
121 negligence of Lakewood, its officers, employees, or agents associated with this agreement. In
122 executing this agreement, Lakewood does not assume liability or responsibility for or release the
123 County from any liability or responsibility to the extent that such liability or responsibility arises
124 from the existence or effect of County ordinance, rules, regulations, resolutions, customs,
125 policies or practices. If any cause, claim, suit, action or administrative proceeding is commenced
126 in which the enforceability and/or validity of any such County ordinance, rule, regulation,
127 resolution, custom, policy or practice is at issue, the County shall defend the same at its sole
128 expense and if judgment is entered or damages awarded against the County, Lakewood or both,
129 the County shall satisfy the same, including all chargeable costs and attorney fees.

130 Lakewood will defend the County against claims for damages that (a) arise out of or in
131 connection with acts or activities relating to this Agreement; and (b) that are claimed to be
132 caused by or claimed to result from the concurrent negligence of the County and Lakewood. This
133 obligation to defend is independent of the outcome of any claim.

134 Should the County be determined liable for damages caused by or resulting from the
135 concurrent negligence of the County and Lakewood, Lakewood shall indemnify the County only
136 to the extent of Lakewood's negligence and the County shall indemnify Lakewood only to the
137 extent of the County's negligence.

138 In the event that one party defends the other, the defending party shall have the sole right
139 to select legal counsel to defend against the claim, demand, or cause of action. In the event that
140 defense is undertaken, the defending party shall be empowered to settle or compromise the

141 claim, demand, or cause of action, and the defended party shall not interfere therewith, provided
142 that if the defending party settles a claim, demand, or cause of action against the other party
143 without that party's consent, the non-consenting party shall not be liable for any settlement or
144 fees.

145 **16. Insurance (General Liability & Property).**

146 Each Party shall be responsible for maintaining adequate insurance or adequate self
147 insurance to provide for any liabilities which might arise under this Agreement or in the
148 operation and maintenance of the Facilities.

149 **17. Notice and Communication.**

150 Formal notice and communication between the Parties under this Agreement shall be
151 through the person named below or their successors or through any other person or persons
152 designated by Lakewood and by the County, respectively.

153 CITY OF LAKEWOOD
154 Parks & Recreation Department
155 6000 Main St. S.W.
156 Lakewood, WA 98499
157 Contact: Director or Designee
158 Currently: Mary Dodsworth
159

PIERCE COUNTY
Pierce County Parks & Recreation
9112 Lakewood Dr. S.W.
Lakewood, WA 98499
Contact: Director or Designee
Currently: Kathryn Kravit-Smith

160 Should either Party to this agreement be presented a written claim for damages relating
161 to activity at the Facility, the Party receiving that claim shall forward a copy of that claim to the
162 other Party within thirty days of receipt. Failure to forward a copy of a claim as prescribed by
163 this agreement shall irrebuttably mean that the Party failing to forward the claim assumes all
164 liability for that claim and all responsibility to defend that claim.

165

166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203

19. Dispute Resolution.

If the County’s and Lakewood’s representatives are unable to come to an agreement in the administration of this Agreement and/or any dispute involving this Agreement, the matter shall be referred to the County’s Executive and Lakewood’s City Manager for resolution.

In the event that the Parties are unable to resolve any disagreements, the venue for disputes shall be the Superior Court of the County of Pierce of the State of Washington.

DATED this 18 day of Feb, 2012.

CITY OF LAKEWOOD

Approved as to form:

Alidi Ann Wachter
City Attorney

ATTEST: Andrew Neiditz
CITY CLERK
276P
City Manager

PIERCE COUNTY

Approved as to form:

M. Peter Shilly
Deputy Prosecuting Attorney

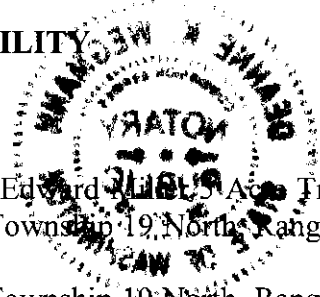
Pat McCauley
County Executive

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

Andrew Neiditz

On this day before me personally appeared, Andrew Neiditz, known or proved to me to be the City Manager for the City of Lakewood, the entity that executed the within and foregoing instrument, and acknowledged that instrument to be the free and voluntary act and deed of that entity, for the uses and purposes mentioned therein, and on oath stated that [s]he was authorized to execute such instrument.

**EXHIBIT 1
LEGAL DESCRIPTION OF FACILITY**



Government Lots 3, 13 and 14, Lots 1 to 5, inclusive, Edward Miller 5 Acre Tracts and the North 14.25 acres of the SE ¼ NW ¼, All in Section 4, Township 19 North, Range 2 East, W.M.; also

The West 30 feet of Government Lot 2, in Section 4, Township 19 North, Range 2 East, W.M., except the South 30 feet thereof; said 30 foot strip lies parallel to and abutts on the west line of Lot 1 of plat of Edward Miller 5 Acre Tracts, which was recorded in records of Pierce County Auditor's Office on page 61 of Volume 10, March 30, 1911; also

That certain strip of road right of way abutting on the north end of Lots 1, 2, 3, 4, and 5 of said plat lying west of a line parallel to and 60 feet west of the east line of Lot 5 of said plat produced north to intersect the extreme north line of said plat.

Subject, however, to easements for rights of way for county roads upon, over and across the following described lands:

Parcel #1- The East 60 feet of Tract 5 as shown on the recorded plat of Edward Miller 5 Acre Tracts in Section 4, Township 19 North, Range 2 East, W.M., as recorded in the office of Pierce County Auditor at Tacoma, Washington.

Parcel #2- The South 30 feet of Tracts 1, 2, 3, 4, and 5, as shown on the plat of Edward Miller 5 Acre Tracts in Section 4, Township 19 North, Range 2 East, W.M., as recorded in the office of Pierce County Auditor at Tacoma, Washington.

Parcel #3- Beginning at a point on the west line of Government Lot 2, Section 4, Township 19 North, Range 2 East, W.M., which is N 1° 20' 30" E 30 feet from the southwest corner thereof; thence south along said west line and the west line of Government Lot 12, said Section 4, to the northeast corner of Homeside Addition as recorded in the office of the Pierce County Auditor; thence westerly along the north line of said Homeside Addition 30 feet; thence northerly parallel to and 30 feet west of the west line of said Lots 2 and 12 to a point 30 feet west of the point of beginning; thence easterly to the point of beginning.

Parcel #4- All that land in Edward Miller 5 Acre Tracts and Government Lot 13 in Section 4, Township 19 North, Range 2 East, W.M., lying west of the west right of way line of 87th Avenue Southwest and east of the following described line:

Beginning at the northeast corner of said Section 4; thence N 89° 48' 97" W along the north line of Section 4, 1,454.1 feet to the true point of beginning; thence S 19° 02' 09" W 862.49 feet; thence on a curve to the right with a radius of 954.93 feet, through an angle of 19° 33' for a distance of 290 feet, more or less, to the north right of way line of 100th Street Southwest.

EXHIBIT 1, con't.
LEGAL DESCRIPTION OF FACILITY

Subject, however, to the right and privilege granted to the City of Tacoma to install poles and anchors with equipment on a string transmission, distribution, communication and guy wires along and across portions of the following described property:

Parcel #1- Government Lot 3 and the North 14.25 acres of the SE 1/4 NW 1/4, All in Section 4, Township 19 North, Range 2 East, W.M.

Parcel #2- Tract 5 of Edward Miller 5 Acre Tracts in Government Lot 2 in the NW 1/4 NE 1/4 of Section 4, Township 19 North, Range 2 East, W.M.

Poles, anchors, equipment, transmission, distribution and communication wires to be located on the above Parcel #1 within a strip of land 10 feet in width, the centerline of which is described as follows:

Beginning at a point on the east line of said Government Lot 3 which is North 25 feet from the southeast corner thereof, thence westerly parallel with the south line of said Government Lot 3 to a point on the west line thereof.

Anchor, equipment and guy wires to be located on Parcel #2 within a strip of land 5 feet wide, the centerline of which is described as follows:

Beginning at the southeast corner of said Tract 5 of Edward Miller 5 Acre Tracts, thence north along the east line of said Tract 5 and the northerly projection of said east line, a distance of 666.3 feet, thence west 7 feet to the northeasterly line of said Tract 5 and point of beginning for this description, thence west 23 feet; also,

The S 1/2 SW 1/4, Government Lots 11 and 13 and those portions of the John Van Buskirk D.L.C., and the SE 1/4 NW 1/4, the NE 1/4 SW 1/4, and Government Lots 10 and 12 lying southerly of Steilacoom Boulevard as now located and constructed, All in Section 33, Township 20 North, Range 2 East, W.M.

Subject, however, to an easement for right of way for country road over the following described parcel of land:

Beginning at the Southeast Quarter (1/4) of Section 33, Township 20 North, Range 2 East, W.M.; thence West along the South line of said Section, a distance of 1,444.1 feet to the point of beginning; thence North along the West right of way line of Elwood Drive Southwest to the South right of way line of Steilacoom Boulevard; thence West along the South line of Steilacoom Boulevard, a distance of 10 feet; thence South and parallel with the West line of Elwood Drive to the South line of the Southeast Quarter (1/4) of said Section 33, thence East 10 feet to the true point of beginning.

Subject, however, to any existing rights of way for county roads, streets and /or public utilities.

The above described lands have a total area of 330.8 acres, more or less.

PIERCE COUNTY
CONTRACT SIGNATURE PAGE

Agreement w/ City of Lakewood
for
Management of Ft. Steinkam Park

Contract # 19567

IN WITNESS WHEREOF, the parties have executed this Agreement this 28 day of Feb, 2012.

PIERCE COUNTY:

Approved as to legal form only:

By see agreement
Deputy Prosecuting Attorney Date

Recommended:

By [Signature] 2/22/12
Budget & Finance Date

Approved:

By [Signature] 3/2/12
Department Director Date
(less than \$250,000)

By [Signature] 2/28/12
Pierce County Executive Date
(\$250,000 or more)