

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF LAKEWOOD AND THE STATE OF WASHINGTON,
THROUGH PIERCE COLLEGE**

THIS INTERLOCAL AGREEMENT, dated this 29th day of January, 2021, is entered into by and between the City of Lakewood, a Municipal Corporation of the State of Washington, hereinafter referred to as “City,” and Pierce College, a public community college of the State of Washington, hereinafter referred to as “College,” pursuant to the authority granted by the Washington State Interlocal Cooperation Act, Chapter 39.34 RCW.

WITNESSETH:

WHEREAS, the City and College, hereinafter referred to collectively as “Parties,” work to improve the community in general and the City of Lakewood specifically; and

WHEREAS, the Parties have each identified a need within the City to expand current sport fields at Fort Steilacoom Park; and

WHEREAS, the sport field improvements would address the existing need for a home baseball field for Pierce College as well as supporting a variety of City managed leagues and tournaments, both public and private; and

WHEREAS, expansion of the sport fields will enhance the activities available at the park and encourage use of the parks to their full extent while preserving the integrity of the property and the park experience of others; and

WHEREAS, the parties have mutual interest in improvements to the sport fields; and

WHEREAS, the City has received funding to add synthetic turf to the infields and is ready to move forward with the planning, design and implementation of the improvements; and

WHEREAS, the College is able to provide additional financial support to provide synthetic turf and a variety of other improvements to enhance one of the fields to meet the specific needs of a Northwest Athletic Conference (NWAC) college team; and

WHEREAS, it is financially efficient and will reduce impact to the site and park visitors to do all the improvements at the same time; and

WHEREAS, the parties have worked together pursuant to an interlocal agreement that details the obligations and responsibilities of the parties appropriate to the knowledge of the parties and stage of the project at that time,

WHEREAS, the parties will benefit from a clear statement of the contributions and responsibilities from the Parties in order to accomplish the project enumerated herein; and

NOW, THEREFORE, in exchange for the mutual promises enumerated herein, the Parties enter into the following Interlocal agreement.

- I. **PROJECT DESCRIPTION:** This agreement provides approval from both Parties to enhance and redevelop four ball fields in Fort Steilacoom Park, a 350+ acre site located in Lakewood, Washington, hereinafter referred to as the “Project”. The project will include adding synthetic infield turf to four of the baseball fields as well as adding new or enhanced dugouts, batting cages, press box, scoreboard, storage areas, backstop, spectator seating, portable mound, fencing, safety elements and utilities to one field (field #3), creating a home field for Pierce College baseball.
- II. **PURPOSE:** The purpose of this Agreement is to identify and document the current intentions, obligations and responsibilities related to the Project. The Parties intend to address any items not identified in this agreement related to the Project cooperatively.
- III. **RESPONSIBILITIES:** The parties commit to ensuring construction of the ballfields through performance of certain tasks and contribution of funding as follows:
- A. The City shall perform the following tasks:
- a. Routine maintenance and operation as owner of Fort Steilacoom Park;
 - b. Responsibilities as fiscal agent for the project;
 - c. Coordinate all permits necessary to update the facilities;
 - d. Manage and make all final decisions during the construction period; and
 - e. Own the facility and be responsible for management, maintenance and operations of all improved areas.
- B. The College shall perform the following tasks:
- a. Provide details, documentation and timely payments relating to all costs associated with the home field improvements; to include all additional labor, materials, overhead, equipment, over runs and proportionate costs for planning, permitting and project management.
 - b. Provide inspections and decisions during construction period.
 - c. Support future maintenance of improved areas.
- C. The responsible party for each component part shall pay for and execute any and all necessary tasks and agreements to accomplish that component part.
- D. In addition to costs incidental to completing the above tasks, the Parties agree to the following financial contributions:

Fort Steilacoom Park Sport fields project	Revenues and expenditures not to exceed
Funding Sources	
City of Lakewood *	\$ 1,600,000
Pierce College	\$ 1,600,000
Total Project Revenues	\$ 3,200,000
* includes approved parks CIP and anticipates 2021 YAF grant for \$350,000	

E. Ongoing Agreement to be Executed at Project Conclusion

On or before completion of the Project, the Parties will execute an Agreement addressing the details of the City's ownership of improvements and Pierce College's rights to use, along with other details of the access, maintenance, operations, facility replacement and use of the updated fields going forward.

IV. **CITY SPECIFICALLY RESERVES THE FOLLOWING AUTHORITY:**

- a. Naming rights to the completed Project and/or any part of the Project will be in accordance with City of Lakewood ordinances and policies.
- b. Ensuring both parties comply with all state purchasing and public bidding laws.
- c. All project management or fiscal decisions during the construction period.

V. **AMENDMENTS.** This Agreement reflects the agreement of the parties based on the project and their respective resources as currently known and understood. This agreement may only be amended by written agreement between the City of Lakewood and Pierce College. This Agreement shall constitute the entire agreement between the Parties, unless the Parties otherwise agree in writing, signed by both Parties.

VI. **SEVERABILITY.** If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudged.

VII. **LIMITATION OF LIABILITY.** Each party to this Agreement will be responsible solely for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

VIII. **GOVERNING LAW AND THIRD PARTY RIGHTS.** This Memorandum shall be governed by the laws of the State of Washington and there shall be no third party beneficiaries to this Memorandum.

IX. **SURVIVAL AND NON-WAIVER.** The provisions of this Section shall survive the expiration or termination of this Memorandum with respect to any event occurring prior to such expiration or termination. The failure of either party to insist upon strict performance of any provision of this Memorandum shall not constitute a waiver of any right to insist upon such performance at a later time.

X. **TERM AND TERMINATION.** This Memorandum shall terminate on January 19, 2030, unless terminated sooner as provided herein. Either party may terminate this Memorandum without cause upon the giving of thirty (30) days written notice of the intent to terminate. Any financial obligations created by either party in advance of the termination will be the full responsibility of the associated

party. This Memorandum must be extended for additional periods by written agreement of the parties.

XI. TERMINATION FOR NON-ALLOCATION OF FUNDS. If the legislature does not allocate funds to the City or to Pierce College or severely reduces City or Pierce College funding, both Parties may, by thirty (30) days written notice, beginning on the third day after the postmark, terminate or suspend this Agreement, in whole or in part. If this Agreement is so terminated or suspended, Pierce College shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of the termination or the period before and after the suspension. Additionally, Pierce College must provide proof of the lack of appropriations as well as not appropriate funds for the same or similar Services within the term of this Agreement. Furthermore, all amounts due and payable by Pierce College prior to the fiscal year for which funds were not appropriated are to remain in full effect.

XII. EFFECTIVE DATE. This Memorandum shall be effective on the last date entered below.

IN WITNESS WHEREOF, the parties hereto executed with their signatures this agreement on the date first above set forth.

CITY OF LAKEWOOD

John J. Caulfield

John J. Caulfield, City Manager

Dated: January 29, 2021

Attest:

B. Schumacher

Briana Schumacher, City Clerk

PIERCE COLLEGE

Michele L. Johnson

Michele L. Johnson, Chancellor and CEO

Approved as to Form:

Heidi Ann Wachter

Heidi Ann Wachter, City Attorney