

Contract # 071520

**INTERLOCAL AGREEMENT
BY AND BETWEEN
THE METROPOLITAN PARK DISTRICT OF TACOMA AND THE PORT OF TACOMA
FOR
MUTUAL COOPERATION AND SUPPORT REGARDING THE DEVELOPMENT OF INNOVATIVE
COMMUNITY COLLABORATION STRATEGIES TO RECOVER FROM THE COVID-19 PANDEMIC**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 19 day of February 2021 (for reference purposes only) by and between the Metropolitan Park District of Tacoma, a municipal corporation (hereafter, "Metro Parks"), and the Port of Tacoma, a Port District formed under RCW Chapter 53.04 (hereafter, the "Port"), (sometimes referred to herein singularly as a "Party" or collectively as the "Parties" pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW) and based upon the following terms and conditions:

RECITALS

WHEREAS, pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act), two or more public entities may contract with one another to perform government services which each is by law authorized to perform; provided, that such contract must be authorized by the governing body of each Party to the contract and must set forth its purposes, powers, rights, objectives, and responsibilities of the contracting Parties; and

WHEREAS, the Parties find it mutually beneficial and in the public interest to jointly contribute financial resources to support the development of community-based collaborative and innovative strategies supporting recovery from the COVID-19 pandemic; and

WHEREAS, the parties actively participate in the Joint Municipal Action Committee (hereafter, "JMAC")- a coalition of Tacoma-Pierce County public agencies that includes the Parties, Pierce County, the City of Tacoma and the Tacoma School District – who desires to collectively re-imagine our community's new normal in light of the COVID-19 pandemic, and

WHEREAS, the parties desire to enter into an agreement to make more efficient use of the powers granted to them; to cooperate and collaborate with each other as local governmental units, municipalities and organizations for mutual advantage; and, thereby to provide services, facilities and planning in a manner and in accordance with various geographic, economic and demographic factors influencing the needs and recovery of the greater Tacoma community, and

WHEREAS, the Port is engaged in a strategic planning process and has identified five foundational goals, including advancing the Port's commitment to greater Pierce County by promoting partnerships and engaging with the community in a transparent and accessible way, and

WHEREAS, the Port desires to further its purpose of regional economic development and vitality and believes that these goals can be more effectively advanced as a result of community-based collaboration strategies including refinements to the JMAC governance structure, and

WHEREAS, the parties intend by this Agreement to adopt certain form documents that will be utilized by the Parties to facilitate the transaction of services and Work as described above and those documents shall incorporate by reference the provisions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. Incorporation of Recitals. The above stated recitals are true and correct to the best of the Ports' and Metro Parks' knowledge and are incorporated by this reference as though fully set forth herein.

SECTION 2. Purpose. The purpose of this Agreement is to provide for the joint funding by the Parties and other JMAC participants in the retention of one or more consultants to perform the following:

- (1) facilitate discussions on how to use the COVID-19 pandemic as a catalyst to identify and prioritize opportunities for collaboration;
- (2) develop "common language" and expectations between policy-makers and staff to enable JMAC to work more effectively and efficiently; and
- (3) develop a process that demonstrates how multiple public jurisdictions can better serve the same community by better integrating projects and initiatives for greater collective impact and increased sustainability over time.

(Hereinafter the "Work").

SECTION 3. Deliverables. Metro Parks have issued a request for proposals (RFP) for the consultant(s) to perform the Work and will select the consultant(s). The consultant(s) deliverables are expected to include but are not limited to the following:

- Charter documents for a JMAC governance structure
- Process management and meeting facilitation
- Asset mapping of the five governments to better understand overlapping initiatives, as well as community needs

SECTION 4. Funding Obligations. The Parties acknowledge and agree that due to the nature of the Work and the necessity to consider input from all of the JMAC members, the deliverables may change and the cost to perform the Work may change. Metro Parks presently estimates the Work to cost Thirty Thousand Dollars (\$30,000) and the Port hereby agrees that its funding obligation under this Agreement is not to exceed Six Thousand Dollars (\$6,000) (hereinafter referred to as the "Funds") unless otherwise approved by the Parties as provided below. The Port will pay the Funds to Metro Parks, to be used exclusively to reimburse Metro Parks for the Work pursuant to Section 6.

SECTION 5. Timeline. Metro Parks anticipates the Work to commence in January 2021 and conclude by June 30, 2021.

SECTION 6. Request for Reimbursement. Metro Parks shall, upon completion of the Work, submit a request to the Port for a lump sum payment of Six Thousand Dollars (\$6,000) for the Port's proportional reimbursement of the cost for the Work. Metro Parks shall apply the Funds exclusively to expenses incurred for the Work.

SECTION 7. Integration and Amendment. There are no oral Agreements between the parties affecting the meaning, content, purpose, or effectiveness of this Agreement. The provisions of this Agreement may be amended, but only with the mutual written consent of the parties. All amendments and/or addendums shall be incorporated into this original Agreement, and shall not supersede, replace, or otherwise alter the original Agreement unless otherwise indicated. 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 Port's Executive Director and Metro Parks' Executive Director. The Parties may, from time to time, need to enter into separate Memoranda of Understanding/ agreements further clarifying the deliverables from the consultant(s) and/or setting forth other related collaborations.

Amendments and/or addendums may be administratively approved by the Port's Executive Director and Metro Parks' Executive Director or designee, unless applicable laws require otherwise.

Section 8. 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 Work, on behalf of the Port and the other members of JMAC. The Port shall have no obligation to any party providing labor, services, equipment or materials used in the Work except as expressly provided in this Agreement.

Section 9. Indemnification. Metro Parks agrees to indemnify and hold harmless the Port, 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 Port 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 Port'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 Port shall pay any judgment or lien arising therefrom, including any and all costs as part thereof.

Section 10. Dispute Resolution. In the event of a dispute between the Port and Metro Parks arising out of or relating to this Agreement, the Port Executive Director 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 Port Executive Director and Metro Parks Executive Director, the dispute may be submitted to mediation or proceed to arbitration as provided below.

Section 11. Enforcement, Interpretation, Venue. The laws of the State of Washington shall govern the validity, performance, interpretation, and enforcement of this Agreement. In the event that a dispute cannot be resolved through the process specified in Section 10 above, the Parties agree to submit the matter to binding arbitration. 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 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 is 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 Port 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.

Section 13. 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.

Section 14. Termination of Agreement. This Agreement may be terminated for any reason after written notice and upon mutual agreement of the Parties.

Section 15. Filing. Prior to its entry into force, this Agreement shall be filed with the Pierce County Auditor's Office or posted upon the Parties' websites as provided by RCW 39.34.040.

Section 16. Counterparts. This Agreement may be executed in counterparts, and all such counterparts once so executed together constitute one final agreement, as if one document had been signed by all Parties, and each such counterpart, upon execution and delivery, is a complete original, binding on the Parties. A faxed or email copy of an original signature has the same force and effect as the original signature.

Section 17. Notice. Any notice required under this Agreement must be to the Party at the address or email listed below and shall become effective three (3) days following the date of deposit with the United States Postal Service or email distribution.

Metropolitan Park District of Tacoma
4702 S. 19th Street
Tacoma, WA 98405
Attn: Peter M. Mayer
Email: peterm@tacomaparks.com

Port of Tacoma
PO Box 1837
Tacoma, Washington 98401
Attn: Evette Mason
Email: emason@portoftacoma.com

The Parties may change the contact person by providing notice as specified above to the other Party.

This Agreement shall become effective on the date of the last authorizing signature affixed hereto.

PORT OF TACOMA

 3-8-2021

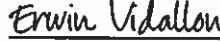
By: Eric Johnson (Date)
Port of Tacoma Executive Director

APPROVED AS TO FORM:

DocuSigned by:
 Heather Burgess 2/26/2021 | 2:34 PM PST
Heather Burgess (Date)
Port General Counsel

METROPOLITAN PARK DISTRICT OF TACOMA

DocuSigned by:
 Shon Sylvia 2/26/2021 | 2:01 PM PST
Shon Sylvia (Date)
Executive Director

DocuSigned by:
 Erwin Vidallon 2/26/2021 | 10:07 AM PST
Erwin Vidallon (Date)
Chief Financial Officer

APPROVED AS TO FORM:

DocuSigned by:
 Mark Roberts 2/26/2021 | 12:16 PM EST
Mark R. Roberts (Date)
Metro Parks General Counsel

DocuSigned by:
 Jim McDonald 2/26/2021 | 11:14 AM CEST
James McDonald (Date)
Metro Parks Risk Manager

