

**INTERLOCAL AGREEMENT  
FOR  
DEVELOPMENT AND JOINT USE OF  
CIRQUE PARK  
BETWEEN  
PIERCE COUNTY AND THE CITY OF UNIVERSITY PLACE**

This Inter-local Agreement (the "Agreement") is entered into between the City of University Place, Washington ("University Place"), and Pierce County (the "County") collectively, ("the Parties").

**RECITALS**

1. The Parties desire to enter into an agreement under RCW 67.20 for the purposes of cooperatively constructing, maintaining and operating a portion of Cirque Park (hereafter the "Joint Use Site" or "Facility"), on property owned by University Place, and located within incorporated City limits of University Place, which property is more specifically described in Exhibit 1, a copy of which is attached hereto and incorporated herein by this reference.

2. RCW 67.20.010 authorizes a County and a Municipal Corporation to enter into an agreement for the purposes, among other things, of acquiring, constructing, improving and operating public parks, playgrounds, pools and other public recreational facilities. RCW 67.20.020 provides that in the conduct of such programs, the property or facilities of either party may be used with its consent.

3. University Place owns the existing Facility located within Cirque Park at 7150 Cirque Drive West, University Place, Washington which is currently under development. University Place has authority to permit use of the Facility in cooperation with the County under RCW 67.20.020.

4. The County is authorized by Chapters 36.68, 36.89 and 67.20 RCW to establish public parks and a wide range of public recreation facilities, and to acquire various interests in real property in connection therewith. The County desires to participate financially, up to a maximum of \$100,000, in the procurement and construction of improvements at the Facility with a focus on providing educational and recreational opportunities for the general public including citizens of both incorporated and unincorporated portions of the County.

5. University Place has identified the need for additional public park capacity at this Facility to enhance the City's educational and recreational programs.

6. The County collects Real Estate Excise Tax fees which are authorized to be used for facilities described in the capital facilities element of the County's Growth Management Plan meeting the objectives of the Pierce County Parks & Recreation Open Space Plan and adhering to the Policy for Pierce County Second Real Estate Excise Tax (REET) Fund.

7. University Place shall be solely responsible for acquiring, designing, permitting, constructing, improving, operating and maintaining the Facility and programs for the Facility, except as may be specifically described by this Agreement.

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

## **AGREEMENT**

### **1. Grant of Joint Use Rights.**

University Place licenses to the County rights of joint use of the Facility as described in Exhibit 1 attached. Those rights are expressly limited to the Joint Use Site within the park, and are based upon the terms, conditions, and limitations described in this Agreement, and are in

consideration of the County's financial participation of \$100,000 for the purposes of and subject to the terms and conditions contained in this Agreement.

**2. Term.**

This Agreement, and the rights of joint use granted herein, shall have a duration of 25 years from the date of the Agreement, unless earlier terminated in accordance with Section 15 or extended by mutual written agreement of the Parties.

**3. Purpose and Use.**

The purpose of this Agreement is to provide the Parties with the joint benefits contemplated by Chapter 67.20 RCW and to maximize access to public educational and recreational opportunities for the citizens of both the incorporated and unincorporated portions of the County.

**4. Cost, Ownership, Planning, Design and Construction of Improvements.**

*a. Cost of Land Acquisition and Improvements.* University Place shall, at its cost, acquire and make improvements to the Facility as described in Exhibit 1, attached. The cost of the acquisition and installation of improvements is anticipated to be substantially as outlined in the attached Exhibit 2 ("Estimate of Acquisition and Improvement Costs") attached hereto and incorporated herein by reference. Costs may include land, labor, materials, construction incidentals, taxes, recording fees, title insurance fees, escrow charges and purchases of goods and services. However, the Parties recognize that the actual costs may be different from those set forth on Exhibit 2. Any additional costs beyond the County's \$100,000 shall be the sole responsibility of University Place, and any savings shall accrue solely to University Place.

*b. Ownership.* The ownership of the Facility shall remain with University Place.

c. Planning, Design & Construction Documents. University Place shall provide all project management functions including, but not limited to planning, environmental process (including SEPA), site surveying, architectural design, landscape architectural design, civil engineering, traffic studying and planning, analysis and design of all utility systems (water, sewer, storm drainage, etc.) construction cost opinion(s), construction documents, bidding and construction administration for the Facility. The County shall have the right, upon request, to receive, review and comment upon copies of such documents that relate to the lighting of the Facility.

d. Construction Administration. University Place shall administer the construction contracts for the lighting of the Facility and shall have responsibility to use its best efforts to ensure that the construction conforms to the approved construction documents. Upon request, representative(s) of the County shall be permitted to accompany University Place representative(s) on site and make comments to the University Place representative(s), related to the Facility lighting, but the County representative shall have no authority to directly communicate with or superintend the operations of University Place's consultant(s) or contractor(s) in any manner.

e. Progress Payments. At least once per month and prior to processing the contractors pay request for the Facility, the County and University Place representatives shall visit the site together to determine the progress of construction and conformance with the approved construction documents. Upon confirmation of the progress and conformance of the construction works to the approved construction documents and in a form acceptable to the County, the County representative will authorize the County to reimburse University Place for

one half of the approved development funding match cost to date up to the maximum amount of \$100,000.

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

University Place shall have, at all times, the express right to use and to schedule use of the Facility, to the exclusion of the County. Nevertheless, it is the intention of the Parties that University Place will, upon request, cooperate with the County in the scheduling of County events that do not interfere with the activities and uses of University Place or any authorized or permitted events scheduled on the particular requested time and date. The County shall obtain all necessary event permits from University Place for County events scheduled at the Facility. Each Party shall designate to the other a single administrator whose office shall have the responsibility for scheduling. The designated representatives shall meet on, at a minimum, an annual basis to coordinate calendars and schedules.

**6. Fees for Use.**

University Place shall have the right to establish, collect and retain fees and other charges for Facility use; provided however, that for those County events scheduled per item 5 above, the County shall also have the right to establish, collect and retain fees and other charges. All fees and charges established under this section shall be the same for all citizens whether they reside in the incorporated or unincorporated portions of the County. Nothing in this section or this Agreement, however, affects the right and authority of University Place to continue or to establish any and all scholarship programs for low income or other special needs University Place residents, including scholarships for City Youth Sports Recreation programs and Senior Citizen programs.

**7. Concessions.**

University Place shall have the express right, at all times, to provide concessions for Cirque Park, to include the Joint Site, and to retain concession proceeds. For those County events scheduled per item 5 above, the County shall also have the right to provide concessions for the Joint Use Site and to retain those concession proceeds, subject to any agreements University Place may have with concessions providers at Cirque Park. The County must obtain any necessary permits for the sale of concessions in the City. University Place shall not permit the sale of alcohol and tobacco products at the Facility.

**8. Signs.**

Signage for the Facilities should be designed to inform the public that the Facilities are a cooperative effort between Pierce County and University Place. Pierce County shall be listed as a project partner on a plaque located at the Facility.

**9. Sponsorship & Scholarships**

University Place and the County should endeavor to list each other as co-sponsors for park events. If scholarships or reduced fees to low-income or special individuals are provided for entrance to or use of the Facility, they shall be made equally available for all citizens whether they reside in the incorporated or unincorporated portions of the County. This section does not apply to scholarships that may be provided to University Place citizens for participation in recreation or senior programs generally that may provide services to the public at the Facility.

**10. Maintenance.**

University Place shall be solely responsible for maintenance of the Facility except during use of the Facility for County scheduled events. During such County events, the County shall be solely responsible for maintenance of the Facility and shall be responsible for all maintenance and repair necessary, in the reasonable discretion of the City, to return the Facility to the condition it was in prior to the County's use. In addition, the County must obtain all necessary permits for County scheduled events; these permits may require additional maintenance responsibilities outside the Joint Use Site as the event may require. For jointly sponsored or scheduled events, University Place and the County shall share proportionally the responsibility for maintenance of the Facility. No permit required from University Place shall be unreasonably delayed or denied.

**11. Security.**

University Place shall be solely responsible for the security of the Facility except during use of the Facility for County scheduled events. During such events, the County shall be solely responsible for security. In addition, the County must obtain all necessary permits for County scheduled events; these permits may require additional security responsibilities outside the Joint Use Site as the event may require.

**12. Capital Repairs and Replacement.**

University Place shall be solely responsible for the Capital Repairs to and Replacement of the Facility, except for repair or replacement that may be caused by negligence of the County during County scheduled events.

**13. Successors to the Agreement.**

Subject to applicable law, the County may at its option retain its rights to the Facility or may at its option assign or transfer its rights hereunder to a park and recreation service area, park and recreation district, metropolitan park district or other municipal corporation. However, any such transfer, to a special purpose district shall be effective only upon University Place's written acceptance of the assignment, which acceptance shall not be unreasonably withheld, and transfer subject to the terms and conditions of this Agreement and University Place's rights hereunder. Similarly, if University Place is merged with another governmental entity, special use district or Municipal Corporation, University Place, may, at its option assign and transfer its rights under this Agreement, so long as the successor accepts that assignment and transfer in writing, subject to the terms and conditions of this Agreement and the County's rights hereunder.

**14. Termination.**

This Agreement may be terminated at any time by mutual agreement of the Parties and on such terms and conditions as they may then agree. This Agreement may also be terminated by University Place upon 90 days written notice to the County and repayment of a portion of the \$100,000 County contribution. The amount of any repayment shall be determined by prorating the \$100,000 contract annually from the date of the agreement to the date of agreement termination.

**15. Indemnification.**

University Place agrees to defend, protect, and save the County, its elected and appointed officials, its employees and agents, harmless from and against any and all claims, demands, and causes of action of any kind or character, including claims for attorneys' fees and the cost of



defense thereof, including reasonable attorneys' fees arising out of University Place's sole fault with respect to the subject matter of this Agreement.

In the event that University Place defends the County, University Place shall have the right to select legal counsel with the County's approval to defend against the claim, demand, or cause of action. In the event University Place defends, protects or saves the County harmless, University Place shall be empowered to settle or compromise at defending Party's cost the claim, demand, or cause of action, and the defended party shall not interfere therewith.

The County agrees to defend, protect, and save University Place, its elected and appointed officials, its employees and agents, harmless from and against any and all claims, demands, and causes of action of any kind or character, including claims for attorney's fees and the cost of defense thereof, including reasonable attorney's fees arising out of the County's sole fault with respect to the subject matter of this Agreement.

In the event that the County defends University Place, the County shall have the right to select legal counsel with University Place's approval to defend against the claim, demand, or cause of action. In the event the County defends, protects or saves University Place harmless the County shall be empowered to settle or compromise at defending Party's cost the claim, demand, or cause of action, and the defending Party's cost the claim, demand, or cause of action, and the defended party shall not interfere therewith.

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

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

**17. Notice and Communication.**

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

**CITY OF UNIVERSITY PLACE**

City Hall  
3715 Bridgeport Way West, Suite B-1  
University Place, WA 98466  
Contact: Senior Parks Project Manager  
Currently G. Joan Lawson

**PIERCE COUNTY**

Pierce County Parks and Recreation  
9112 Lakewood Dr. S.W., St. #121  
Lakewood, WA 98499  
Contact: Director or Designee  
Currently Jan Wolcott

**18. Dispute Resolution.**

If the County's and University Place'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 University Place's City Manager for resolution.

Should agreement not be reached between the County Executive and the University Place's City Manager, and the amount in dispute is less than or equal to \$5,000 and no injunction is required, the County and University Place shall appoint a neutral arbitrator at their shared expense. Upon failure to agree upon one, either party may apply to Pierce County Superior Court for appointment of a neutral arbitrator. The arbitrator's decision shall be binding on both Parties.

Should agreement not be reached between the County's Executive and University Place's City Manager and the amount in dispute is more than \$5,000 or an injunction is required, the issue shall be submitted to the Superior Court of the state of Washington for civil litigation in accordance with the civil rules of Superior Court. Appeals shall be to the courts of appeal of the

State of Washington (the Court of Appeals and the Supreme Court) in the manner prescribed in Rules of Appellate Procedure.

Any dispute concerning this agreement shall be governed by the rules, codes and ordinances of Pierce County, the statutes and regulations of the State of Washington and the United States.

The venue of disputes shall be the Superior Court of the County of Pierce of the State of Washington.

DATED this 8th day of March, 2005.

CITY OF UNIVERSITY PLACE

City Manager

Approved as to Form

Jameson Folkingha  
City Attorney's Office

PIERCE COUNTY

County Executive

Approved as to Form

John J. Caulfield  
County Executive  
Ching of STARR  
Laura Jensen DPA  
County Prosecutor's Office

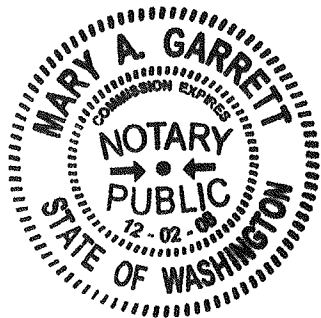
STATE OF WASHINGTON )

) ss.

COUNTY OF PIERCE )

On this day before me personally appeared <sup>Acting</sup> ~~Robert W. Jean~~ John J. Caulfield, known or proved to me to be the City Manager of the City of University Place, 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 ~~he~~ she was authorized to execute such instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this 23rd day of February, 2005.



Mary A. Garrett  
(Signature of Notary)

Mary A. Garrett  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,  
residing at University Place.

My appointment expires 12-2-08.

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

*Lyle Quasim*

On this day before me personally appeared John Ladenburg, known or proved to me to be the County Executive of Pierce County, Washington, a political subdivision of the State of Washington, 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 he was authorized to execute such instrument.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this 17th day of March 2008



*Constance B. Perry*  
(Signature of Notary)

Constance B. Perry  
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,  
residing at TACOMA

My appointment expires 4-16-08

PIERCE COUNTY  
CONTRACT SIGNATURE PAGE

Contact #41491

IN WITNESS WHEREOF, the parties have executed this Agreement this 8<sup>th</sup> day of March, 2005

AGENCY:

City of University Place

Agency Signature

2/23/05  
Date

PIERCE COUNTY:

Department Director

2-24-05  
Date

APPROVED AS TO FORM:

Office of the City Attorney  
City of University Place  
Date: 2/23/05

Prosecuting Attorney (as to form only) 2-24-05  
Date

Address:

City Hall  
3715 Bridgeport Way West, Ste B-1  
University Place WA 98466

Budget and Finance 3-2  
Date

County Executive (if over \$250,000) 3/8/05  
Date  
*Chief of Staff*

Contact: Joan Lawson

Federal Tax ID:

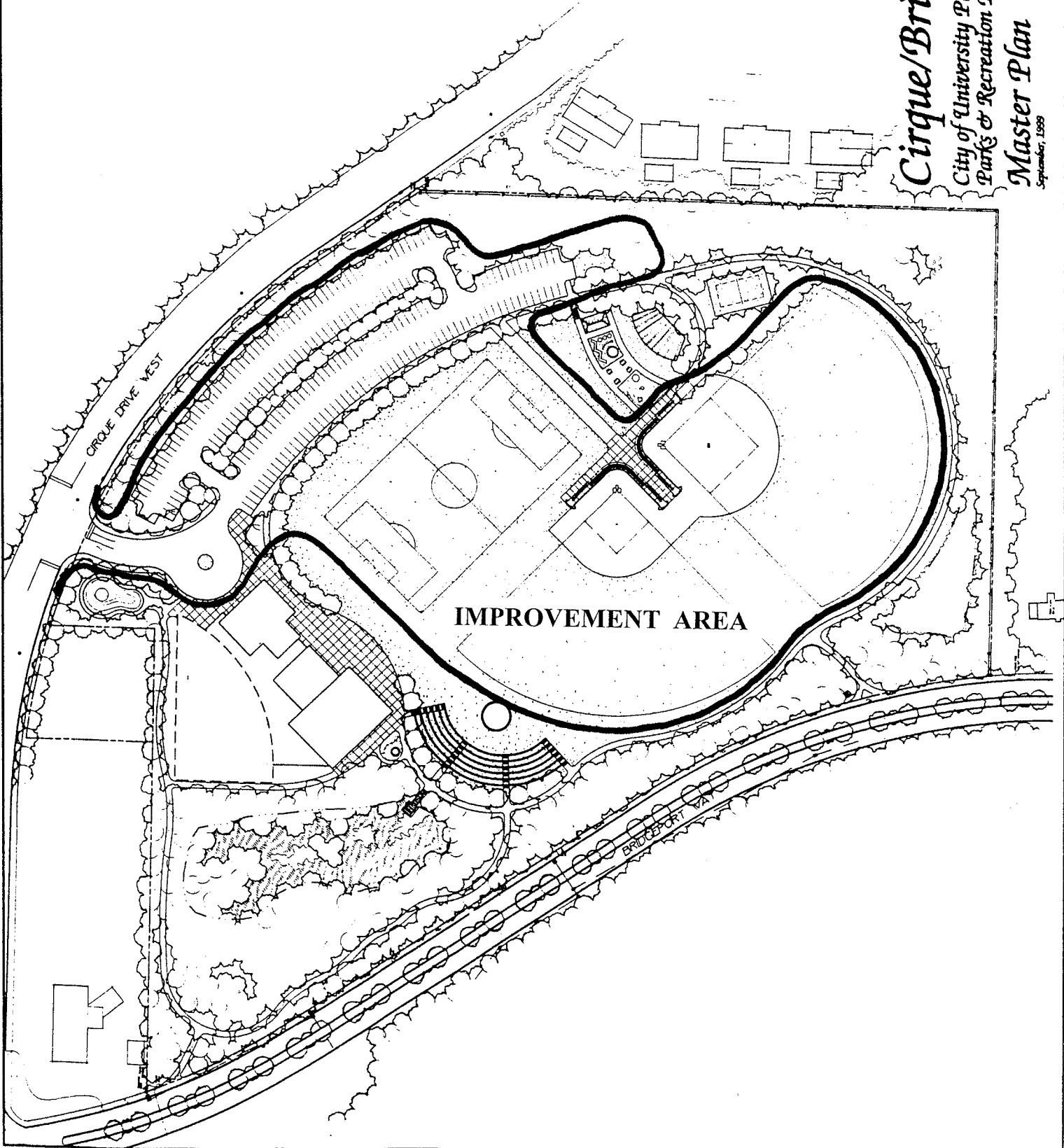
Or  
Social Security No.

# Cirque/Bridgeport Park

City of University Place  
Parks & Recreation Department

Master Plan  
September, 1999

BRUCE  
DESS &  
ASSOCIATES  
ARCHITECTS



## City of University Place Cirque Park

December 22, 2004

In 2004, the City of University Place made major progress towards the development of the Soccer, Softball & Baseball Fields. We not only installed a complete under drainage system, an automatic irrigation system, clay infields, placed a sand base for the grass, but were able to afford team dugouts, backstops, foul line poles, a pedestrian plaza with bleachers, a drinking fountain, a flag pole and are in the process of installing all the conduits to provide lighting for the entire park. We are nearly ready to "light up our first field".

### Construction Costs:

#### 2004

Skate Park Concrete Work	\$305,000.00
Skate Park Skate Lite Structures	\$84,000.00
Temporary Parking Lot Grading & Drainage	\$67,000.00
Soccer, Softball & Baseball Field Installation	\$1,106,754.00
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TOTAL CONSTRUCTION COSTS	\$1,562,754.00

#### 2005

Asphalt Paving for Entry Road, Turn-Around & Parking Lots	\$175,000.00
Concrete Sidewalk	\$35,000.00
Primary Service Connection & Installation of Transformer (TPU)	\$20,000.00
Design of electrical system & lighting for fields	\$9,520.00
Installation of conduits, panels & electrical service room	\$92,246.00
<b>Lighting of 1<sup>st</sup> Ball Field (standards + lights)*</b>	<b>\$100,000.00</b>
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TOTAL CONSTRUCTION ESTIMATE	\$431,766.00

\* 2005 REET Dollars