INTERLOCAL COOPERATION AGREEMENT between the City of
Puyallup and Pierce County for the City’s use of the County facility,
known as the Lidford Playfield, for recreational purposes.

WHEREAS, it is in the public interest of the City of Puyallup (City”) and Pierce county
(“County”) to provide for the City’s use of the Lidford Playfield for recreational purposes; and

WHEREAS, the City and county wish to have a cooperative action, and to cooperate with
each other on the basis of mutual advantage for the City’s conduct of recreational programs on the
facility owned by the County, as more particularly set forth below;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein
contained, and pursuant to the provisions of Chapter 39.34 RCW, the Interlocal Cooperation Act,
the parties below hereby agree in accordance with the terms set forth below:

1. **Purpose.** The purpose of this agreement is to provide for the use of the County’s facility,
specifically the Lidford Playfield (“Facility”) for recreational purposes; the condition and time of
use of the Facility shall be set forth by separate written documentation prepared by an authorized
representative of each of the parties. Each party shall submit a list of authorized representatives
to the other party on an annual basis, and make amendments as needed.

Either party shall have the right to terminate the agreement by giving the other party a written
notice of cancellation at least thirty (30) days prior to the effective date of termination.

3. **Duties of County.** The County nonexclusively permits the City to schedule activities at
the Facility free of charge for the conduct of the purposes authorized herein, and to give the City-
scheduled activities priority over agencies scheduling requests providing the City schedules
activities at least 60 days in advance. The 60 days may be waived at the sole discretion of the
County. The County does not, by this agreement, grant a property interest in the Facility.

4. **Duties of City.** The City may, from time to time, schedule the use of the Facility in
compliance with the County’s policy and procedures for City-authorized programs, activities and
uses, provided that City uses are not in conflict with regularly scheduled County activities and
associated uses. The City shall maintain and keep the Facility in a safe condition and will, upon
termination, ensure that the Facility is in a condition no worse than the condition of the Facility at
the commencement of this agreement, normal wear and tear excepted.

5. **Notices.** Notices required or permitted under this Agreement shall be mailed to the
respective parties as follows:

City:
Tom Mark
Director of Parks and Recreation
808 Valley Avenue NW
Puyallup, WA 98371

County:
Kathryn Kravit-Smith
Director of Parks and Recreation
9112 Lakewood Dr. SW
Lakewood, WA 98499

Interlocal Agreement, Page 1 of 2
City of Puyallup/Pierce County
Lidford Playfield

Exhibit A to Ordinance No. 2011-37, Page 1 of 2
6. **Joint Indemnification.** The parties shall indemnify and hold the other harmless from any and all claims, actions, and/or judgments whatsoever, arising out of the use by either party of the facilities, including claims arising by reason of accident, injury or death cause to persons of property of any kind occurring by the fault or negligence of either party, its officers, employees, or agents, including reasonable attorney’s fees, unless cause by the party’s negligence.

7. **Severability.** In the event any term or condition of this Agreement, or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

8. **Entire Agreement: Possible Amendments.** This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. Either party may request changes in the Agreement. Proposed changes mutually agreed upon will be incorporated by written amendments to this Agreement.

9. **Effective Date.** The effective date of this Agreement shall be upon execution by both parties.

**CITY OF PUYALLUP:**

By: Ralph W. Dannenberg  
Its: City Manager  
Date: 4-27-11

Attest:  
Barbara J. Price, City Clerk

**APPROVED AS TO FORM:**  
By: Cheryl F. Carlson  
Its: City Attorney

Approved by the Puyallup City Council  
On March 1, 2011

**PIERCE COUNTY:**

By:  
Pat M. Carthy  
Its: County Executive  
Date: 6-1-11

**APPROVED AS TO FORM:**  
By:  
Its: Deputy Prosecuting Attorney

Interlocal Agreement, Page 2 of 2  
City of Puyallup/Pierce County  
Lidford Playfield
ORDINANCE NO. 2011-37

An Ordinance of the Pierce County Council Authorizing the Executive to Enter Into an Interlocal Agreement with the City of Puyallup Regarding the Use of Lidford Playfield for Recreational Purposes.

Whereas, Pierce County owns Lidford Playfield located at 60th Street East and 44th Avenue East in unincorporated Pierce County, Washington; and

Whereas, the legal description of the facility is as follows:

West half of South half of the Northeast quarter of the Southwest quarter Section 24, Township 20 North, Range 3 East, Parcel #0320243013, in the Puyallup area; and

Whereas, Pierce County and the City of Puyallup desire to enter into a five-year agreement, pursuant to Chapter 67.20 of the Revised Code of Washington (RCW) for the maintenance, operation and use of Lidford Playfield; and

Whereas, the purpose of this Interlocal Agreement is to allow the City of Puyallup to maintain, operate and schedule Lidford Playfield in a manner that provides joint equal benefit to all citizens of Pierce County; and

Whereas, the Interlocal Agreement, which is described herein and attached as Exhibit A hereto, is authorized by The Interlocal Cooperation Act, Chapter 39.34 RCW;

Now Therefore,

BE IT ORDAINED by the Council of Pierce County:
Section 1. The Executive is hereby authorized to enter into an Interlocal Agreement with the City of Puyallup as the same or substantially the same as Exhibit A, which is attached hereto and incorporated herein by reference.

PASSED this 26th day of June, 2011.

ATTEST:

PIERCe COUNTY COUNCIL
Pierce County, Washington

[Signature]

Roger Bush
Council Chair

[Signature]

Pat McCarthy
Pierce County Executive

Approved __ Vetoed ___, this ___ day of Aug., 2011.

Date of Publication of Notice of Public Hearing: July 13, 2011

Effective Date of Ordinance: August 18, 2011

[Signature]

[Signature]