

1 Sponsored by: Councilmember Dick Muri
2 Requested by: Executive/Parks and Recreation Services

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8 **ORDINANCE NO. 2012-1**
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12 **An Ordinance of the Pierce County Council Authorizing the Executive to**
13 **Enter Into an Interlocal Agreement with the City of Lakewood**
14 **Regarding the Maintenance and Operation of Fort Steilacoom**
15 **Park in 2012, 2013 and 2014.**
16

17 **Whereas**, the State of Washington owns Fort Steilacoom Park located within
18 incorporated City of Lakewood, Washington; and
19

20 **Whereas**, Pierce County has a property interest in Fort Steilacoom Park in
21 accordance with the State of Washington Lease No. 58685 dated October 26, 1970,
22 which expires on December 1, 2025; and
23

24 **Whereas**, Pierce County and the City of Lakewood desire to enter into a
25 three-year agreement pursuant to Chapter 67.20 of the Revised Code of Washington
26 (RCW) for the maintenance and operation of Fort Steilacoom Park; and
27

28 **Whereas**, the purpose of this Agreement is to allow the City of Lakewood to
29 maintain and operate Fort Steilacoom Park in a manner that provides joint equal benefit
30 to all citizens of Pierce County; and
31

32 **Whereas**, Pierce County desires to maintain its property interest in Fort
33 Steilacoom Park until December 31, 2014, by which time it intends to terminate Lease
34 No. 58685 with the State of Washington; and
35

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

39
40 **BE IT ORDAINED by the Council of Pierce County:**
41
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1 Section 1. The Executive is hereby authorized to enter into an Interlocal
2 Agreement with the City of Lakewood the same or substantially the same as Exhibit A,
3 which is attached hereto and incorporated herein by reference.

4
5 PASSED this 27th day of March, 2012.
6

7 ATTEST:

PIERCE COUNTY COUNCIL

Pierce County, Washington

8
9
10 Denise D. Johnson

11 **Denise D. Johnson**

12 Clerk of the Council

Joyce McDonald

13 **Joyce McDonald**

Council Chair

14
15
16 Pat McCarthy

17 **Pat McCarthy**

Pierce County Executive

18 Approved Vetoed _____, this

19 2 day of April,
20 2012.
21

22
23 Date of Publication of

24 Notice of Public Hearing: February 22, 2012

25
26 Effective Date of Ordinance: April 12, 2012



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

This Interlocal Agreement (the “Agreement”) is entered into between the City of Lakewood, Washington (“Lakewood”), and Pierce County (the “County”) collectively, (“the Parties”).

RECITALS

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

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

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



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

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

5 **1. Term.**

6 This Agreement shall commence on January 1, 2012, and shall expire on December 31,
7
8 2014.

9 **2. Purpose and Use.**

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

12 **3. Finance and Conditions.**

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

18 **4. Fees for Use.**

19 Lakewood and the County shall have the right to establish and collect fees or
20 other charges for use of the Facility. Any and all fees collected by the County will be
21 paid to Lakewood by the County in the same amount. All fees and charges shall be the
22 same for all citizens whether they reside in the incorporated or unincorporated portions
23 of Pierce County. Revenue received for activities scheduled at the Facility will be used
24 by Lakewood to offset maintenance costs of the Facility.



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

2 Lakewood shall be solely responsible for scheduling use of the Facility including
3 special events, use of the athletic fields and other public uses. Nevertheless, it is the
4 intention of the Parties that Lakewood will, upon timely request, cooperate with the
5 County in the scheduling of County events which do not unduly interfere with the
6 activities of Lakewood's use rights on the particular requested time and date.

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

12 **6. Concessions.**

13 Lakewood shall be solely responsible for scheduling and providing concessions
14 for the Facility and will retain concession proceeds. For County events, the County
15 shall have the right to provide concessions and pay Lakewood those concession
16 proceeds. Lakewood and the County shall not permit the sale of tobacco products at
17 the Facility.

18 **7. Signs.**

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



1 **8. Sponsorship & Scholarships**

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

5 **9. Security.**

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

7 **10. Maintenance.**

8 Lakewood shall be responsible for all maintenance, repair and routine
9 replacement costs associated with the operation and maintenance of the Facility.

10 Lakewood shall, at its own expense, at all times keep the property and all improvements
11 thereon in safe, sanitary, neat, good working condition and in a good state of repair. The
12 condition of the facility in general must be maintained at the same standards as before
13 the execution of this Agreement when maintained by the County. The County has no
14 obligation to maintain or to make any repairs, additions, or improvements to the
15 premises unless a joint agreement concerning such improvements is executed between
16 the two parties.

17 **11. Capital Improvements.**

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

24



1 **12. Planning.**

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

4 **13. Successors to the Agreement.**

5 Subject to applicable law, the County may at its option retain its rights to the
6 Facility or may at its option assign or transfer its rights hereunder to a park and
7 recreation service area, park and recreation district, metropolitan park district or other
8 municipal corporation. In the event the County elects to transfer and/or assign its rights
9 to the Facility, Lakewood shall be given the right of first refusal: the opportunity to
10 accept the transfer and/or assignment before any other entity can be considered. In the
11 event that Lakewood elects to decline the transfer and/or assignment from the County,
12 the County may then, at its option, elect to transfer its right to another entity. However,
13 any such transfer, to a special purpose district shall be effective only upon Lakewood's
14 written acceptance of the assignment, which acceptance shall not be unreasonably
15 withheld, and transfer subject to the terms and conditions of this Agreement and City
16 rights hereunder. Similarly, if Lakewood is merged with another governmental entity,
17 special use district or municipal corporation, Lakewood, may, at its option assign and
18 transfer its rights under this Agreement, so long as the successor accepts that
19 assignment and transfer in writing, subject to the terms and conditions of this
20 Agreement and the County's rights hereunder.

21 **14. Binding**

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



1 **15. Indemnification.**

2 The County shall defend, indemnify, and save harmless Lakewood, its officers,
3 employees and agents from any and all costs, claims, judgments, awards of damages,
4 resulting from the sole negligence of the County, its officers, employees, or agents
5 associated with this agreement. In executing this agreement, the County does not
6 assume liability or responsibility for or release Lakewood from any liability or
7 responsibility to the extent that such liability or responsibility arises from the existence or
8 effect of Lakewood ordinance, rules, regulations, resolutions, customs, policies or
9 practices. If any cause, claim, suit, action or administrative proceeding is commenced in
10 which the enforceability and/or validity of any such Lakewood ordinance, rule,
11 regulation, resolution, custom, policy or practice is at issue, Lakewood shall defend the
12 same at its sole expense and if judgment is entered or damages awarded against
13 Lakewood, the County or both, Lakewood shall satisfy the same, including all
14 chargeable costs and attorney fees.

15 Lakewood shall defend, indemnify, and save harmless the County, its officers,
16 employees and agents from any and all costs, claims, judgments, awards of damages,
17 resulting from the sole negligence of Lakewood, its officers, employees, or agents
18 associated with this agreement. In executing this agreement, Lakewood does not
19 assume liability or responsibility for or release the County from any liability or
20 responsibility to the extent that such liability or responsibility arises from the existence or
21 effect of County ordinance, rules, regulations, resolutions, customs, policies or
22 practices. If any cause, claim, suit, action or administrative proceeding is commenced in
23 which the enforceability and/or validity of any such County ordinance, rule, regulation,
24 resolution, custom, policy or practice is at issue, the County shall defend the same at its



1 sole expense and if judgment is entered or damages awarded against the County,
2 Lakewood or both, the County shall satisfy the same, including all chargeable costs and
3 attorney fees.

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

9 Should the County be determined liable for damages caused by or resulting from
10 the concurrent negligence of the County and Lakewood, Lakewood shall indemnify the
11 County only to the extent of Lakewood's negligence and the County shall indemnify
12 Lakewood only to the extent of the County's negligence.

13 In the event that one party defends the other, the defending party shall have the
14 sole right to select legal counsel to defend against the claim, demand, or cause of
15 action. In the event that defense is undertaken, the defending party shall be empowered
16 to settle or compromise the claim, demand, or cause of action, and the defended party
17 shall not interfere therewith, provided that if the defending party settles a claim,
18 demand, or cause of action against the other party without that party's consent, the non-
19 consenting party shall not be liable for any settlement or fees.

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

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



1 **17. Notice and Communication.**

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

5 CITY OF LAKEWOOD
6 Parks & Recreation Department
7 6000 Main St. S.W.
8 Lakewood, WA 98499
9 Contact: Director or Designee
10 Currently: Mary Dodsworth

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

11
12 Should either Party to this agreement be presented a written claim for damages
13 relating to activity at the Facility, the Party receiving that claim shall forward a copy of
14 that claim to the other Party within thirty days of receipt. Failure to forward a copy of a
15 claim as prescribed by this agreement shall irrebuttably mean that the Party failing to
16 forward the claim assumes all liability for that claim and all responsibility to defend that
17 claim.

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19 **18. Dispute Resolution.**

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



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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 ____ day of _____, 2012.

CITY OF LAKEWOOD

Approved as to form:

PIERCE COUNTY

Approved as to form:

City Attorney

Deputy Prosecuting Attorney

City Manager

County Executive

1 STATE OF WASHINGTON)
2) ss.
3 COUNTY OF PIERCE)
4

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

10
11 IN WITNESS WHEREOF I have hereunto set my hand and official seal this _____ day
12 of _____, 2012.
13
14

15 _____
16 (Signature of Notary)
17
18 _____
19 (Legibly Print or Stamp Name of Notary)
20 Notary public in and for the State of Washington,
21 residing at _____
22 My appointment expires _____
23

24 STATE OF WASHINGTON)
25) ss.
26 COUNTY OF PIERCE)
27

28 On this day before me personally appeared Pat McCarthy, known or proved to
29 me to be the County Executive of Pierce County, Washington, a political subdivision of
30 the State of Washington, the entity that executed the within and foregoing instrument,
31 and acknowledged that instrument to be the free and voluntary act and deed of that
32 entity, for the uses and purposes mentioned therein, and on oath stated that he was
33 authorized to execute such instrument.

34
35 IN WITNESS WHEREOF I have hereunto set my hand and official seal this
36 _____ day of _____, 2012.
37
38

39 _____
40 (Signature of Notary)
41
42 _____
43 (Legibly Print or Stamp Name of Notary)
44 Notary public in and for the State of
45 Washington, residing at _____
46 My appointment expires _____
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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 1/4, 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 an 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.



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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.

