



Peninsula Metropolitan Park District

PO Box 425 – Gig Harbor, WA 98335
253-858-3400 – info@penmetparks.org
www.penmetparks.org

SPECIAL MEETING AGENDA

December 19, 2023, 4:30 PM

Community Recreation Center Administration Office - 2416 14th Ave NW, WA 98335

Call to Order

Commissioner Roll Call:

	Present	Excused	Comment
Steve Nixon, President			
Maryellen (Missy) Hill, Clerk			
Amanda Babich			
Kurt Grimmer			
Laurel Kingsbury			

ITEM 1 Public Comments:

This is the time set aside for the public to provide their comments to the Board on matters related to PenMet Parks. Each person may speak up to three (3) minutes, but only once during the citizen comment period. Anyone who provides public comment must comply with Policy P10-106 providing for the Rules of Decorum for Board Meetings. A copy of the policy is available at each meeting and at www.penmetparks.org

ITEM 2 New Business

- 2a. [Resolution R2023-017 Authorizing the Executive Director to Execute the Interlocal Agreement with Pierce County, Washington for Appropriation of Park Impact Fee Funds](#)

ITEM 3 Comments by Board

ITEM 4 Next Board Meetings

January 9, 2024 Study Session at 5:00 pm and Regular Meeting at 6:00 pm at the Arletta Schoolhouse at Hales Pass Park - 3507 Ray Nash Drive NW, Gig Harbor, WA 98335

ITEM 5 Adjournment

BOARD OF PARK COMMISSIONERS MEETING PROCEDURES

The Board of Park Commissioners encourages the public to attend its Board meetings. All persons who attend Board meetings must comply with Board Policy P10-106 providing for the Rules of Decorum at Board Meetings. This Policy is to preserve order and decorum and discourage conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of Board meetings. A copy of the policy is available at each meeting and at www.penmetparks.org.



DISTRICT COMMISSION MEMO

To: Board of Park Commissioners

From: Ally Bujacich, Executive Director
Mark Roberts, General Counsel

Date: December 19, 2023

Subject: **Resolution R2023-017 Authorizing the Executive Director to Sign the Interlocal Agreement with Pierce County, Washington for Appropriation of Park Impact Fee Funds**

Background/Analysis

Pierce County imposes a park impact fee on anyone applying for a building permit for a residential building or for a permit for a residential mobile/manufactured home installation within unincorporated Pierce County. Per state law, the park impact fees collected by Pierce County “(a) Shall only be imposed for [park] system improvements that are reasonably related to the new development; (b) Shall not exceed a proportionate share of the costs of [park] system improvements that are reasonably related to the new development; and (c) Shall be used for [park] system improvements that will reasonably benefit the new development.” RCW 82.02.050(4).

Pierce County has advised PenMet Parks that between 2017 to 2022, it collected at least \$1.4 million in park impact fees from property owners within PenMet Parks’ district boundaries. To date, none of those funds have been distributed to PenMet Parks.

On November 28, 2023, the Pierce County Council approved Resolution No. R2023-162s authorizing the Pierce County Executive to execute an interlocal agreement (the “ILA”) with PenMet Parks that will distribute \$472,000 in park impact fee funds to PenMet Parks (or approximately 1/3 of the impact fees it collected) as reflected in the following table.

Amount of Park Impact Fees collected by Pierce County within PenMet Parks boundaries, 2017 - 2022	\$1,408,116*
Amount of Park Impact Fees distributed by Pierce County to PenMet Parks, 2017 - 2022	\$0
Amount of Park Impact Fees distributed by Pierce County to PenMet Parks in the proposed interlocal agreement	\$472,000

*Estimate provided by Pierce County



The ILA requires PenMet Parks to use those funds for capital purposes consistent with state law to add capacity to the park system within District boundaries consistent with the funding allocation Pierce County adopted through its Capital Facilities Plan, Ordinance No. 2021-119s3.

History

In 2016, Pierce County significantly increased the park impact fee it was imposing for unincorporated Pierce County (which it began collecting in 2017) and has made annual increases since then as follows:

Pierce County Park Impact Fee Rates 2017 - 2023	
Effective Date	Impact Fee Per Unit
05/01/17	\$1,107.46
01/01/18	\$1,829.92
07/01/18	\$2,552.39
01/01/20	\$2,666.62
01/01/21	\$2,785.96
02/01/22	\$3,268.00
02/01/23	\$3,529.00

In 2016, when Pierce County increased the park impact fee, it also passed Resolution No. 2016-115s supporting Pierce County Park and Recreation Services Department's Fiscal Policy and supporting the recommended projects that would be funded with park impact fees. This included projects within PenMet Parks' boundaries totaling \$7,750,000 as follows:

PenMet Parks projects identified in Exhibit B to Resolution No. 2016-115s	
Provide turf infields at Sehmel Homestead Park	\$ 750,000
Develop a new indoor recreation center	\$5,000,000
Cushman/Pierson Trail connection	\$2,000,000
Total	\$7,750,000

These projects were deemed necessary to mitigate the impacts from new growth and development within PenMet Parks' district, making them eligible for park impact fee funding.

PenMet Parks provided the turf infields at Sehmel Homestead Park in 2017 and is currently constructing the new indoor recreation center (the "CRC"). The combined cost of these two projects is over \$30 million. Consequently, the \$472,000 in park impact fees from Pierce County will only fund a portion of the projects identified in 2016.



Amounts Collected and Distributed with PenMet Parks’ District Boundaries

Pierce County has advised PenMet Parks that between 2017 and 2022, it collected \$2,523,255 in park impact fees from property owners within PenMet Parks’ and KeyPen Parks’ district boundaries. Pierce County provided an approximate breakdown of the fees collected within each district by using the Gig Harbor Community Plan boundary and the Key Peninsula Community Plan boundary, each of which is close but not identical to the PenMet Parks’ or KeyPen Parks’ district boundaries. Based on this, Pierce County estimated the breakdown of the impact fee collection by district as follows:

PenMet Parks	\$1,408,116
KeyPen Parks	\$1,021,871

Because the boundaries are not exact, there is \$93,268 in park impact fee funds that were collected by Pierce County but not included in the total above amounts.

Even though Pierce County collected \$2,523,255 in park impact fees between PenMet Parks and KeyPen Parks’ districts, the Pierce County Council adopted Ordinance No. 2021-110s3, its 2022-2023 Capital Facilities Plan, which included an allocation of only \$800,000 in park impact fee funds for “KeyPen and PenMet Park District Projects.” Pierce County is distributing those funds between the two districts as follows:

PenMet Parks	\$472,000
KeyPen Parks	\$328,000

Pierce County arrived at this allocation by providing to each district \$200,000 and the remaining amount was divided on a per capita basis.

The Pierce County Council amended its Capital Facilities Plan on November 21, 2023 to include the following:



Peninsula Metropolitan Park District Partnership Project			
Project No.	TBD	Location	West Region – Gig Harbor Peninsula
Links			
Description	Contribute Park Impact Fees and Parks REET to regional park or trail projects on the Gig Harbor Peninsula		
Need	As identified in the Park District's Capital Facilities Plan		
Notes			

Costs	Prior Expend	2024	2025	2026	2027	2028	2029	6 Year Total	Grand Total
Land Acquisition	—	—	—	—	—	—	—	—	—
Engineering	—	—	—	—	—	—	—	—	—
Construction									
Total Cost									

Funding Sources	Prior Funds	2024	2025	2026	2027	2028	2029	6 Year Total	Grand Total
Parks Impact Fees	472,000	400,000	400,000	200,000	200,000	200,000	200,000	1,600,000	2,072,000
Parks REET	905,000	300,000	300,000	300,000	300,000	300,000	300,000	1,800,000	2,705,000
Total Funds	1,337,000	700,000	700,000	500,000	500,000	500,000	500,000	3,400,000	4,777,000

This reflects a significant increase from Pierce County’s prior park impact fee allocation, assuming Pierce County appropriates and provides these funds to PenMet Parks for each of the above years.

PenMet Parks has requested additional financial information from Pierce County, including how much Pierce County is collecting in park related fees and taxes throughout unincorporated Pierce County and its distribution of those funds.

Staff will continue to work collaboratively with Pierce County and will provide additional information to the Board as more information is provided by them.

The proposed ILA is authorized through the Interlocal Cooperation Act, chapter 39.34 RCW, which allows government agencies to contract with each other to provide mutually beneficial services, activities, and undertakings. The ILA has been reviewed by the District’s legal counsel.



Policy Implications/Support

1. The Board passed Resolution RR2022-010 adopting the 2023 Annual Operating Budget and Resolution RR2022-011 adopting the 2023 Annual Capital Budget and Capital Improvement Plan.
2. The Board passed Resolution R2022-003 adopting the 2023 Goals and Objectives which included “manage and maintain assets to preserve existing infrastructure and provide parks and recreation opportunities for our community” as one of its goals.

Staff Recommendation

Staff recommends that the Board approve Resolution R2023-017 authorizing the Executive Director to sign the Interlocal Agreement with Pierce County for the appropriation of Park Impact Fee Funds.

Staff further recommends that the executed agreement be transmitted to Pierce County Pierce County advising as follows:

Between 2016 to the present, PenMet Parks has experienced significant new residential growth and development within its district boundaries, which has created significant additional demand and need for publicly owned parks, open space, and recreation facilities. During that same time, Pierce County collected a significant amount in park impact fees from within PenMet Parks’ district, but has not expended any of those park impact fees to acquire, develop or improve any parks, open space, or recreation facilities to ensure that adequate facilities are available to service that new growth and development. PenMet Parks hereby reserves its right to seek the remittance of the additional park impact fees Pierce County collected from within PenMet Parks’ district, but not expended therein, through court order or other legal process.

Staff Contact

If you have any questions or comments, please contact Ally Bujacich, Executive Director, at executivedirector@penmetparks.org or (253) 858-3400.

Attachments

Exhibit A: Resolution R2023-017



Peninsula Metropolitan Park District

RESOLUTION NO. R2023-017

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE INTERLOCAL AGREEMENT WITH PIERCE COUNTY, WASHINGTON FOR APPROPRIATION OF PARK IMPACT FEE FUNDS

WHEREAS, pursuant to Pierce County Code Title 4A, Pierce County imposes and collects an impact fee on new development within unincorporated Pierce County, to assure that the new development bears a proportionate share of the cost of capital expenditures necessary to meet the demands for public facilities related to the new development, including park system facilities; and

WHEREAS, pursuant to state law, RCW 82.02.050(4), the park impact fees collected by Pierce County “(a) Shall only be imposed for [park] system improvements that are reasonably related to the new development; (b) Shall not exceed a proportionate share of the costs of [park] system improvements that are reasonably related to the new development; and (c) Shall be used for [park] system improvements that will reasonably benefit the new development”; and

WHEREAS, Pierce County has estimated that it collected at least \$1,408,116 of park impact fees from within PenMet Parks’ district boundaries between 2017 and 2022; and

WHEREAS, to date, Pierce County has not distributed any of the park impact fees to PenMet Parks; and

WHEREAS, the Pierce County Council adopted Ordinance No. 2021-110s3 which includes an allocation of \$800,000 of park impact fee funds for “Key Pen and Pen Met Park District Projects”; and

WHEREAS, the Pierce County Council approved Resolution No. R2023-162s authorizing the Pierce County Executive to execute an interlocal agreement with PenMet Parks for the distribution of \$472,000 in park impact fee funds; and

WHEREAS, the Interlocal Cooperation Act, chapter 39.34 RCW, authorizes government agencies to contract with each other to provide mutually beneficial services, activities, and undertakings; and

WHEREAS, PenMet Parks has expended funds on capital projects that are necessary to mitigate the impact of new growth and development within the district and that benefit the new growth and development; and



WHEREAS, an interlocal agreement between PenMet Parks and Pierce County will provide a significant public benefit including but not limited to providing additional funding for capital projects to meet the demands of new growth and development for park system facilities within the district;

NOW, THEREFORE, BE IT

RESOLVED by the Board of Park Commissioners as follows:

1. The Executive Director is authorized to execute the Interlocal Agreement Between Pierce County, Washington, and Peninsula Metropolitan Park District for appropriation of park impact fee funds, in substantially the form attached as Exhibit "A".
2. The executed agreement be transmitted to Pierce County advising as follows:

Between 2016 to the present, PenMet Parks has experienced significant new residential growth and development within its district boundaries, which has created significant additional demand and need for publicly owned parks, open space, and recreation facilities. During that same time, Pierce County collected a significant amount in park impact fees from within PenMet Parks' district, but has not expended any of those park impact fees to acquire, develop or improve any parks, open space, or recreation facilities to ensure that adequate facilities are available to service that new growth and development. PenMet Parks hereby reserves its right to seek the remittance of the additional park impact fees Pierce County collected from within PenMet Parks' district, but not expended therein, through court order or other legal process.

The foregoing resolution was adopted at a special meeting of the Board of Park Commissioners of the Peninsula Metropolitan Park District held on December 19, 2023.

Steve Nixon, Board President

Maryellen "Missy" Hill, Board Clerk

Attest: Ally Bujacich

INTERLOCAL AGREEMENT FOR APPROPRIATION OF PARK IMPACT FEE FUNDS TO THE PENINSULA METROPOLITAN PARK DISTRICT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the Peninsula Metropolitan Park District ("PenMet Parks") and Pierce County.

RECITALS

- A. RCW 82.02.050 grants to Pierce County the authority to impose an impact fee on development activity to ensure that adequate facilities are available to service new growth and development.
- B. The Pierce County Council imposed a park impact fee on anyone applying for a building permit for a residential building or for a permit for a residential mobile/manufactured home installation within unincorporated Pierce County after January 1, 1997, which is codified in Title 4A of the Pierce County Code.
- C. RCW 82.02.050(4) provides that impact fees collected by Pierce County "(a) Shall only be imposed for system improvements that are reasonably related to the new development; (b) Shall not exceed a proportionate share of the costs of system improvements that are reasonably related to the new development; and (c) Shall be used for system improvements that will reasonably benefit the new development."
- D. "System improvements" mean public facilities that are included in the Pierce County's Capital Facilities Plan and are designed to provide service to service areas within the community at large, in contrast to project improvements. RCW 82.02.090(9). "Public facilities" in this context means "publicly owned parks, open space, and recreation facilities" RCW 82.02.090(7). "Service area" means a geographic area defined by the county or intergovernmental agreement in which a defined set of public facilities provide service to development within the area. Service areas must be designated on the basis of "sound planning or engineering principles". RCW 82.02.090(8).
- E. The Pierce County Council established all unincorporated areas of the county as a single service area for park system facilities which it codified at Pierce County Code Section 4A.10.040.
- F. PenMet Parks is in unincorporated Pierce County and at the northernmost part of Pierce County. Except for the adjoining Key Peninsula Metropolitan Park District, which adjoins PenMet Parks, PenMet Parks is separated from all other unincorporated areas of Pierce County by the Tacoma Narrows, which is a one-mile expanse over Puget Sound, and then the City of Tacoma, City of University Place and City of Lakewood.

1 G. Pierce County has received park impact fees in PenMet Parks' district from 2016 – 2023 as
 2 follows:
 3

Effective Date	Impact Fee Per Unit
2016	
05/01/17	\$1,107.46
01/01/18	\$1,829.92
07/01/18	\$2,552.39
01/01/20	\$2,666.62
01/01/21	\$2,785.96
02/01/22	\$3,268.00
02/01/23	\$3,529.00

4
 5
 6 H. Pierce County Resolution No. R2016-115s adopted a Fiscal Policy with recommendations for
 7 impact fee expenditures to guide park impact fee spending and identified Peninsula
 8 Partnership Project Options with PenMet Parks (Exhibit B to Resolution No. R2016-115s) as
 9 follows:
 10

PENINSULA PARTNERSHIP PROJECT OPTIONS			
DISTRICT	PARK	PROJECT	COST ESTIMATE
PenMet Parks	Sehmel Homestead Park	The project will convert dirt infields to synthetic turf and add warning tracks for safety on a full size baseball field and two smaller (300' fence) baseball/softball fields. The fields serve local and regional user populations.	\$750,000
PenMet Parks	Peninsula Gardens Park	Develop a new Indoor Recreation Center (IRC) to replace the existing Indoor Soccer Center (ISC) located on 36th Street NW. The new IRC will have indoor soccer, indoor synthetic turf practice area, classrooms, indoor playgrounds, and more.	\$5,000,000
PenMet Parks	Cushman-Pierson Trail Connector	This project will provide a trail connection between two regional trails, and also serve as a trailhead site with parking, restroom, and picnic area.	\$2,000,000
KeyPen Parks	Gateway Park Phase 1	Trailhead parking, playground, restroom, picnic shelter	\$1,600,000
KeyPen Parks	Gateway Park Phase 2	Improved multipurpose field & overflow parking area	\$300,000
KeyPen Parks	Gateway Park Phase 3	Splash pad, complete parking & asphalt paving, amphitheater, additional Picnic shelter	\$850,000
KeyPen Parks	Gateway Park Phase 4	Complete Entrance drive, Synthetic Turf Field, parking maintenance building	\$3,000,000
KeyPen Parks	Gateway Park Phase 5	Park Administration Building	\$2,500,000
KeyPen Parks	Key Central Forest	Construct entrance drive, parking, trailhead, & vault restroom	\$500,000
KeyPen Parks	Cushman Trail Extension	Trail from Purdy to Mason County boundary	\$4,000,000

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- 1 I. Pierce County Ordinance No. 2020-3s adopted the 2020-2030 Park, Recreation and Open
2 Space (PROS) Plan, which provides a portion of park impact fees will be allocated to
3 regional park and regional trail projects located in the Peninsula Metropolitan Park District
4 (PenMet Parks) and Key Peninsula Metropolitan Park District (Key Pen Parks) serviced areas
5 when determined as the best way to serve unincorporated Pierce County residents.
6
- 7 J. The 2022-2023 Pierce County Capital Facilities Plan, Ordinance No. 2021-110s3, allocates
8 \$800,000 of the park impact fees Pierce County has collected since 2017' Pierce County has
9 divided this allocation between Key Pen Parks and PenMet Parks based on the population
10 size of each district using 2020 census data. This results in PenMet Parks receiving a total of
11 \$472,000.
12
- 13 K. This Agreement is entered into pursuant to RCW 39.34 (the "Interlocal Cooperation Act").
14 The Parties represent that under state law, including but not limited to RCW 39.34.080 and
15 RCW 67.20.010, they each have authority to perform the services, activities, and
16 undertakings contemplated herein.
17

18 NOW, THEREFORE, pursuant to the above Recitals which are incorporated herein as if fully set
19 forth below and in consideration of the terms, conditions, and performances contained herein, the
20 Parties mutually agree as follows:

21
22 **AGREEMENT**
23

- 24 1. PURPOSE. The Purpose of this Agreement is to distribute \$472,000 of park impact fee
25 funds to the Peninsula Metropolitan Park District. . Consistent with RCW 39.34.030(4), this
26 Agreement does not intend to create any separate legal/administrative entity.
27
- 28 2. The park impact fee funds shall be utilized solely for capital purposes consistent with state
29 law to add capacity to the park system within PenMet Parks' district consistent with the
30 funding allocation adopted through Ordinance No. 2021-110s3, the Pierce County Capital
31 Facilities Plan.
32
- 33 3. To receive the impact fee allocation by December 31, 2023, PenMet Parks will provide to
34 Pierce County a capital project list of eligible capacity projects indicating the intended use of
35 the funds for capacity project(s) consistent with the utilization of park impact fees as a
36 funding source. The funds will be released to PenMet Parks upon Pierce County Parks and
37 Recreation approval of the eligible project(s) list.
38
- 39 4. No later than December 31, 2023, PenMet Parks shall submit a request for funding with a
40 statement certifying that the funds are to be used for project(s) expenses eligible for use of
41 Park Impact Fee Funds.
42
- 43 5. No later than November 30, 2024, PenMet Parks will submit a statement certifying that the
44 park impact fees were only used on expenses related to the project(s) eligible for the park
45 impact fee funds.
46

1 6. TERM. The term of this Agreement shall commence on the last date upon which either party
2 has signed this Agreement and terminating at midnight on December 31, 2024, unless sooner
3 terminated as provided below.
4

5 7. INDEMNIFICATION.
6

7 7.1 To the extent authorized by law, the Parties shall protect, defend, indemnify, and hold
8 harmless each other and their employees, authorized agents, and/or contractors, while
9 acting within the scope of their employment as such, from any and all costs, claims,
10 judgments, and/or awards of damages (both to persons and/or property), arising out of,
11 or in any way resulting from, each Party’s obligations to be performed pursuant to the
12 provisions of this Agreement. The Parties shall not be required to indemnify, defend,
13 or hold harmless the other Party if the claim, suit, or action for injuries, death, or
14 damages (both to persons and/or property) is caused by the negligence of the other
15 Party; provided that, if such claims, suits, or actions result from the concurrent
16 negligence of the parties or their employees, authorized agents, or contractors or
17 involves those actions covered by RCW 4.24.115, the indemnity provisions provided
18 herein shall be valid and enforceable only to the extent of the negligence of each Party,
19 its employees, authorized agents, and/or contractors.
20

21 7.2 The Parties agree that their obligations under this section extend to any claim, demand
22 and/or cause of action brought by, or on behalf of, any of its officers while performing
23 under the terms of this Agreement. For this purpose, the Parties, by mutual negotiation,
24 hereby waive any immunity that would otherwise be available to it against such claims
25 under the Industrial Insurance provisions Chapter 51.12 RCW.
26

27 8. TERMINATION. This Agreement is subject to termination based upon the following:
28

29 8.1 Default. By reason of a breach of this Agreement by a Party, the other Party may
30 terminate this Agreement; provided that, written notice specifying the breach and thirty
31 (30) calendar days to cure the breach is given, and thereafter, in the absence of a
32 substantial cure, the dispute resolution procedures set forth in Section 9 below is
33 followed. The notice and dispute resolution requirements do not apply where protection
34 of the public's health, welfare, or safety requires immediate termination.
35

36 8.2 Public Convenience. Any party may withdraw from this Agreement for public
37 convenience upon thirty (30) calendar days’ written notice to Pierce County.
38

39 9. DISPUTE RESOLUTION. If a Party claims that another Party has breached any term of this
40 Agreement, the following procedures shall be followed if, and when, informal
41 communications such as telephone conversations fail to satisfy the claiming Party:
42

43 9.1 The claiming Party's representative shall provide a written notice to the other Party's
44 representative of the alleged breach. The notice shall identify the act or omission at
45 issue and the specific term(s) of the Agreement which the complaining Party alleges
46 was violated.
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9.2 The responding Party's representative shall respond to the notice in writing within seven (7) business days. The response shall state that Party's position as well as what, if any, corrective action the responding Party agrees to take.

9.3 The claiming Party shall reply in writing, indicating either satisfaction or dissatisfaction with the response. If satisfied, then the responding Party shall take any corrective action within fourteen (14) business days after receipt of the claiming Party's reply. If dissatisfied, the claiming Party shall call an in-person meeting. The meeting shall occur within a reasonable period of time and shall be attended by the designated representatives of each Party, and such others as they individually invite. If the claiming Party remains dissatisfied with the results of the meeting, it may sue to enforce the terms of this Agreement or it may withdraw from this Agreement. The Parties also may agree to an alternate dispute resolution process.

10. INSURANCE.

10.1 Notwithstanding any other provision within this Agreement, PenMet Parks and Pierce County shall procure and maintain for the duration of this Agreement:

a) Commercial General Liability Insurance. Against claims for injuries to persons or damages to property that may arise from or in connection with activities performed under this Agreement.

The insurance limits shall be no less than one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

b) Automobile Liability Insurance. The limit of liability shall be no less than one million dollars (\$ 1,000,000) per occurrence.

c) Workers Compensation/Stop Gap. Statutory Worker's Compensation coverage and Stop Gap Liability for a limit no less than one million dollars (\$1,000,000).

10.2 Except to the extent a party is self-insured or a member of a risk pool, the insurance policies required in this Agreement are to contain or be endorsed to contain the following provisions with respect to all Liability Policies except Professional Liability and Worker's Compensation:

Pierce County, PenMet Parks, their officers, officials, employees, agents, and consultants are to be covered as additional insureds as respects liability arising out of activities performed under this Agreement. Such insurance shall be Primary.

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10.3 PenMet Parks is a member of Enduris Washington, a Risk Pool as provided by RCW Ch. 48.62. PenMet Parks certifies that it is, and shall remain, a member of the Enduris self-insurance risk pool (or a member of a comparable self-insurance risk pool or insurance).

11. NOTICE. Any written notice, which is required or permitted regarding this Agreement, shall be given by U.S. first-class mail or by personal delivery to the Party which is the intended recipient of the notice at its address as follows:

If to PenMet Parks:

PenMet Parks
Executive Director
PO Box 425
Gig Harbor, WA 98335

If to Pierce County:

Pierce County Parks and Recreation Department
Parks Director
Environmental Services Building
9850 64th St. W,
University Place, WA 98467

12. PUBLIC RECORDS.

12.1 The Parties shall be responsible for retaining the records they create, own, or use, in accordance with applicable public records access and retention laws and regulations. Nothing in this Section is intended to require a Party to collect or produce records that are not prepared, owned, used, or retained by that agency as defined by the Public Records Act (RCW 42.56), other than as provided for herein. Nothing in this Section is intended to require a Party to collect or produce records it does not have.

12.2 The Parties shall be responsible for maintaining and storing, in compliance with the state Public Records Act (Chapter 42.56 RCW), those records in connection with this Agreement.

12.3 Each Party shall indemnify and hold the other Parties to this Agreement harmless for any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses including reasonable attorney’s fees and costs arising from a public records request, to the extent attributed to the indemnitor party’s Fault. The term “Fault” as used herein shall have the same meaning as set forth in RCW 4.22.015. This obligation to indemnify and hold the other Members harmless shall survive termination of this Agreement.

- 1 13. ENTIRE AGREEMENT. This Agreement contains the Parties' entire understanding with
 2 respect to the subject matter hereof. There are no other agreements, oral or written, except as
 3 expressly set forth herein.
 4
- 5 14. AMENDMENTS IN WRITING. Any amendment or modification of this Agreement must
 6 be in writing and executed by the Parties agreeing thereto.
 7
- 8 15. NO CONTINUING WAIVER OF DEFAULT. The waiver of any default under any
 9 provision of this Agreement must be in writing to be valid and shall not constitute a waiver
 10 of any other default, whether of the same or of any other provision.
 11
- 12 16. APPLICABLE LAW. This Agreement and the rights of the parties herein shall be governed
 13 by the laws of the state of Washington. Venue shall exclusively be in Pierce County.
 14
- 15 17. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts,
 16 each of which shall be deemed an original.
 17
- 18 18. HEADINGS NOT PART OF TERMS OR CONDITIONS. The headings of the various
 19 sections and subsections of this Agreement are inserted for convenience only and shall not
 20 be deemed to expand, limit, or otherwise affect them.
 21
- 22 19. ASSIGNABILITY; TERMS AND CONDITIONS BINDING ON SUCCESSORS AND
 23 ASSIGNS. Any or all of the rights and obligations of a Party to this Agreement may be
 24 assigned and delegated to other persons, firms, or corporations only with the express written
 25 consent of the other Parties. This Agreement shall be binding on such approved assignees
 26 and delegates.
 27
- 28 20. NO AGENCY, PARTNERSHIP, OR EMPLOYMENT RELATIONSHIP CREATED.
 29 Nothing herein shall be construed as creating an agency, partnership, or employment
 30 relationship between or among the Parties or any of their employees, representatives, or
 31 agents.
 32
- 33 21. NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement shall create or be
 34 construed to create any rights, duties, obligations, or cause of action in any person not a
 35 Party to it.
 36
- 37 22. NO RESTRICTION ON POLICE POWERS. Nothing in this Agreement shall diminish any
 38 of the Parties' governmental or police powers.
 39
- 40 23. SEVERABILITY. If any provision of this Agreement is deemed unlawful or unenforceable,
 41 such provisions shall be fully severable, and the remainder of this Agreement shall be in full
 42 force and effect with the automatic addition of a provision as similar in its terms to such
 43 illegal or unenforceable provision as may be possible to make such provision legal and
 44 enforceable.
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1 24. RECORDING. Pierce County shall publish this Agreement on its website following
2 approval by the Parties' legislative bodies and execution by the Parties in accordance with
3 RCW 39.34.040.

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5 25. BUSINESS DAYS. Business days for this Agreement are defined as Monday through
6 Friday, excluding Washington state holidays per RCW 1.16.050.
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11 Signature Page Follows
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Signature Page

Interlocal Agreement Park Impact Fees 2022-2023

Contract # SC -

IN WITNESS WHEREOF, the parties have executed this agreement on the dates below each signature.

<p>PIERCE COUNTY: Approved as to form only:</p> <p>By: _____ Deputy Prosecuting Attorney Date: _____, 2023.</p> <p>By: _____ Budget & Finance Date: _____, 2023.</p> <p>Approved:</p> <p>By: _____ Parks Director Date: _____, 2023.</p> <p>By: _____ Pierce County Executive Date: _____, 2023</p>	<p>PENINSULA METROPOLITAN PARK DISTRICT: Approved as to form only:</p> <p>By: _____ Peninsula Metropolitan Park District Attorney Date: _____, 2023.</p> <p>By: _____ Director of Finance Date: _____, 2023.</p> <p>Approved:</p> <p>By: _____ Executive Director Date: _____, 2023.</p>
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