

**CITY OF PORT TOWNSEND**

**Agenda Bill:** AB13-022

**City Council Meeting Date:** February 11, 2013

**Agenda Item:**

- Regular Business Meeting
- Study Session
- Other: (specify) Special Joint Meeting with BOCC

**Date Submitted:** 2/7/13

**Department:** Public Services

**Contact:** Rick Sepler

**Phone:** #379-5081

**SUBJECT:** Joint Resolution to Convene the Steering Committee & Implementation Process, Motions relating to adopting Amendment 2 to the Interlocal Agreement, and Motions to provide additional direction

**CATEGORY:**

- Consent
- Ordinance
- Business
- Contract Approval
- Other
- Public Hearing (Legislative, unless otherwise noted).

**BUDGET IMPACT:**

- Amount Budgeted: \$ \_\_\_\_\_
- Expenditure Amt: \$ \_\_\_\_\_
- Contingency Req'd: \$ \_\_\_\_\_
- Supplemental Req'd. \_\_\_\_\_
- Dept/Budget Code: \_\_\_\_\_

**SUMMARY STATEMENT:** In January 2011, the City Council and Board of County Commissioners initiated a planning process and charged a committee (the ERPRC) to identify and evaluate strategies to address the provision of sustainable funding for operating parks and providing recreational programs in the City and County. In June 2012, the ERPRC recommended that parks and recreational interests in the community as a whole would be best served through the formation of a Metropolitan Park District.

A process that will evaluate different approaches leading towards the development of a MPD has been developed for consideration by the City Council and the BOCC. The proposed approach includes amendments to the current Proposition 1 Interlocal agreement.

Should the process be approved, a Steering Committee, comprised of community members, will be appointed at a subsequent meeting of each body.

**ATTACHMENTS:**

1. Draft Joint Resolution regarding the Metropolitan Park District planning process and formation of a Steering Committee
2. Exhibit A to Resolution - Metropolitan Parks District process map and schedule
3. Exhibit B to Resolution - Steering Committee and Park & Recreation Stakeholders Composition, Roles & Responsibilities for MPD Process
4. Exhibit C to Resolution - Guidance to the MPD Steering Committee
5. Exhibit D to Resolution - Amendment Number Two to 2010 Agreement concerning the 2010 Sales Tax Ballot Measure
6. Combined City and County Parks and Recreation Funding Trends Graph

**CITY COUNCIL COMMITTEE RECOMMENDATION:** None

.....  
**RECOMMENDED ACTION:** Adopt the proposed Joint Resolution (as revised by Council/BOCC) through separate action of each body.  
.....

**ALTERNATIVES:** 1. Direct staff to revise the proposed Joint Resolution.  
2. Direct staff to develop an alternative proposal.  
.....

APPROVED FOR SUBMITTAL BY:	CITY CLERK'S USE ONLY COUNCIL ACTION TAKEN
<hr/> <p style="text-align: center;">Department Director or Name of Council Committee &amp; Date of Motion</p> <hr/> <p style="text-align: center;">City Manager</p> <hr/> <p style="text-align: center;">City Attorney</p>	<hr/> <p>Resolution No. _____ Continued to _____</p> <p>Ordinance No. _____ Referred to _____</p> <p>Approved _____ Failed _____</p> <p>Other _____</p> <p style="text-align: center;">DISTRIBUTION AFTER COUNCIL ACTION</p>

**JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA REQUEST**

**TO:** Board of County Commissioners

**FROM:** Philip Morley, County Administrator  
Frank Gifford, Public Works Director  
Matt Tyler, Parks & Recreation Manager

**DATE:** February 11, 2013

**RE:** Joint County/City MPD Process Resolution and ILA Amendment

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**STATEMENT OF ISSUE:** On February 11, 2013 the Jefferson County Board of County Commissioners and Port Townsend City Council will hold a joint meeting to consider the recommendation of the Exploratory Regional Parks and Recreation Committee to replace our important but troubled parks and recreation system with a dedicated regional Metropolitan Park District (MPD), and to consider a Resolution establishing next steps to enable citizens to develop a specific plan for an MPD; one that voters can decide whether or not to implement via a potential future ballot proposition.

**ANALYSIS:**

The citizens of Jefferson County and the City of Port Townsend are served by a diversity of park facilities and recreation programs that are a significant community amenity makes this a special place, one that is desirable for individuals, families and businesses to locate and to remain. For the past several years, county, city and non-profit parks facilities and recreation programs have been hurt by the Great Recession because of necessary and profound budget reductions. Park operations and maintenance have been cut and many facilities are open only because of citizen volunteers; critical capital repairs are deferred and unfunded; and recreation programs are struggling to continue and/or have reduced hours.

In January 2011, the City Council and Board of County Commissioners initiated a planning process and charged a citizen committee (the Exploratory Regional Park and Recreation Committee - ERPRC) to identify and evaluate strategies to address the provision of sustainable funding and delivery model for operating parks and providing recreational programs in the City and East Jefferson County. In June 2012, after over a year of analysis, citizen surveys and technical data provided by outside consultants, the ERPRC concluded that our present system to provide and fund parks and recreation is not sustainable, and that the parks and recreational interests in the community as a whole would be best served thorough the formation of an independent Metropolitan Park District in East Jefferson County.

A process to enable citizens to develop a specific plan for an MPD has been developed for consideration and potential adoption of a Joint County Commissioner/City Council Resolution. The proposed approach includes amendments to the current Proposition 1 Interlocal Agreement (ILA) via ILA Amendment No. 2.

Should the Resolution creating the next citizen process be approved, a Steering Committee, comprised of community members, will be appointed at a subsequent meeting of each body.

**ATTACHMENTS:**

1. Draft Joint Resolution regarding the Metropolitan Park District planning process and formation of a Steering Committee
2. Exhibit A to Resolution - Metropolitan Parks District process map and schedule
3. Exhibit B to Resolution - Steering Committee and Park & Recreation Stakeholders Composition, Roles & Responsibilities for MPD Process
4. Exhibit C to Resolution - Guidance to the MPD Steering Committee
5. Exhibit D to Resolution - Amendment Number Two to 2010 Agreement concerning the 2010 Sales Tax Ballot Measure
6. Combined City and County Parks and Recreation Funding Trends Graph
7. Final Report of the Exploratory Regional Parks and Recreation Committee (by web link)
  - Final Report: <http://test.co.jefferson.wa.us/weblinkext/ElectronicFile.aspx?docid=1127440&dbid=1>
  - A. Inventory <http://test.co.jefferson.wa.us/weblinkext/ElectronicFile.aspx?docid=1072466&dbid=1>
  - B. Needs Assessment <http://test.co.jefferson.wa.us/weblinkext/ElectronicFile.aspx?docid=1096246&dbid=1>
  - C. Funding and Administration Options <http://test.co.jefferson.wa.us/weblinkext/ElectronicFile.aspx?docid=1113807&dbid=1>

**FISCAL IMPACT:** Amendment No. 2 allows expenditure of Prop. 1 capital funds to support the citizen planning process, similar to how support for the ERPRC was funded.

**RECOMMENDATION:** At a joint meeting of the Board of County Commissioners and the City Council, consider the Recommendation of the ERPRC, adopt the proposed Joint Resolution to establish a citizen process to carry out the recommendation of the ERPRC and develop a specific MPD Plan; and approve ILA Amendment No. 2.

**REVIEWED BY:**

\_\_\_\_\_  
Philip Morley, County Administrator

\_\_\_\_\_  
Date

**STATE OF WASHINGTON**

**County of Jefferson**

**City Council of Port Townsend**

**Board of County Commissioners of Jefferson County**

City Resolution No. 13 -005  
County Resolution No. 011-13

A Joint Resolution of the City Council of the City of Port Townsend, Washington and the Jefferson County Board of County Commissioners Relating to a Metropolitan Parks District process, and Approving and Authorizing Execution of Amendment Number Two to an Agreement concerning the 2010 Sales Tax Ballot Measure.

The City Council of the City of Port Townsend, Washington, and the Board of County Commissioners for Jefferson County, Washington, do hereby jointly resolve as follows:

**RECITALS:**

- A. This Resolution approves the following actions and items:
1. Metropolitan Parks District process map and schedule (Exhibit A).
  2. Establishment of Steering Committee and Parks & Recreation Stakeholders Composition, Roles and Responsibilities for MPD Process (Exhibit B).
  3. Guidance to Steering Committee for MPD Process (Exhibit C)
  4. Amendment Number Two to 2010 Agreement concerning the 2010 Sales Tax Ballot Measure (Exhibit D).
- B. These actions and items follow a number of collaborative measures taken by Jefferson County and the City of Port Townsend to mutually address maintenance and improvements to certain County parks properties (Memorial Field and the Port Townsend Recreation Center located in the City) and County parks and recreation programs in general.
- C. In 2010, the City and the County adopted respective Resolutions to place measure Proposition 1 on the November 2, 2010 ballot that, if passed, would raise the sales tax to fund public safety, and provide funding for up to four years to Memorial Field and the Port Townsend Recreation Center to support and restore their operation and maintenance, restore after school programs and provide capital funds for repairs and maintenance.

- D. With the passage of Prop 1, the parties entered into an Agreement on September 13, 2010 ("2010 Agreement"), concerning the sales tax proceeds. Under the terms of the Agreement, the City contributed a share of sales tax receipts for up to four years to Memorial Field and the Port Townsend Recreation Center to support and restore their operation and maintenance, restore after school programs and provide capital funds for repairs and maintenance.
- E. The 2010 Agreement provided a process to review sustainable service delivery and funding for recreation facilities and programs. The Agreement stated.

The City and the County recognize that efficiency and service levels [for recreation facilities and programs within the City and the County] may be enhanced by coordinating, consolidating or sharing facilities, programs, staff and other resources between these different entities. The City and County also wish to identify dedicated and secure funding sources to support and maintain parks and recreation for our citizens for the long term. To this end, the City and County agree to pursue sustainable and coordinated service delivery and funding for recreation facilities and services in the City and all or portions of the County....

- F. In the 2010 Agreement, the parties agreed "to immediately and actively collaborate on identifying and evaluating a variety of options for sustainable and coordinated service delivery and funding for recreation facilities and services in the City and all or significant portions of the County." The Agreement provided benchmarks. The schedule of benchmarks was amended by Amendment Number One to the 2010 Agreement dated June 22, 2011.
- G. Pursuant to the 2010 Agreement (as amended by the 2011 Amendment), the parties established a group, the Exploratory Regional Parks and Recreation Committee (ERPRC), comprised of citizens and elected officials, to make recommendations concerning sustainable and coordinated service delivery and funding for recreation facilities and services in the City and all or portions of the County
- H. The ERPRC recommended: "(T)hat the County and City should form a Metropolitan Parks District (MPD) that contains all of East Jefferson County. During the process of forming an MPD the County and City should continue to look for efficiencies that can be achieved though coordinating and collaboration between the City and the County as well as other entities." (ERPRC Final Report, June 2012.)
- I. Since the ERPRC Final Report, a working group comprised of City Manager David Timmons, Public Services Director Rick Sepler, County Commissioner Phil Johnson, County Administrator Philip Morley, Jefferson County Public Works Director Frank Gifford, and Jefferson County Parks and Recreation Manager Matt Tyler have met on a number of occasions to review the ERPRC

recommendation and other matters relating to parks funding and sales tax dollars from the 2010 ballot measure.

- J. The working group formulated a Metropolitan Parks District process map and schedule (Exhibit A), Steering Committee and Parks & Recreation Stakeholders Composition, Roles and Responsibilities for MPD Process (Exhibit B), Guidance to Steering Committee (Exhibit C). In addition representatives of the parties have negotiated and recommend Amendment Number Two to Agreement concerning the 2010 Sales Tax Ballot Measure (Exhibit D) to address continued City contribution of a portion of sale tax proceeds for a two year period (2013-2014).
- K. The BOCC and City Council have reviewed the recommendations of the ERPRC and the recommendation of the working group, and determine to move the MPD process forward as set forth in this Resolution.

**NOW, THEREFORE, BE IT JOINTLY RESOLVED AND ORDERED** by the City Council of the City of Port Townsend and the Board of County Commission of Jefferson County as follows:

A. The following items are approved:

- 1. Metropolitan Parks District process map and schedule (Exhibit A).
- 2. Establishment of Steering Committee and Parks & Recreation Stakeholders Composition, Roles and Responsibilities for MPD Process (Exhibit B).
- 3. Guidance to Steering Committee for MPD Process (Exhibit C)
- 4. Amendment Number Two to 2010 Agreement concerning the 2010 Sales Tax Ballot Measure (Exhibit D).

B. The City Manager and the County Administrator are authorized and delegated to execute and implement the actions set forth in paragraph 1.

C. Following submittal of a preferred alternative plan to the City Council and Board of County Commissioners pursuant to the process outlined in Attachments 1, 2 and 3, the City Council and Board of County Commissioners will in good faith consider and review, following further process and public input as each body deems appropriate, a joint motion on a Preferred Alternative Plan. Neither the City Council nor the Board of County Commissioners is obligated to agree to accept the Preferred Alternative Plan or adopt a joint motion.

**APPROVED AND ADOPTED THIS \_\_\_ day of February 2013**

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David King, Mayor  
City of Port Townsend

*Attest:*

*Approved as to form:*

\_\_\_\_\_  
Pamela Kolacy, MMC, City Clerk

\_\_\_\_\_  
John P. Watts, City Attorney

**APPROVED AND ADOPTED THIS \_\_\_ day of February 2013**

**JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
John Austin, Chairman

\_\_\_\_\_  
Phil Johnson, Member

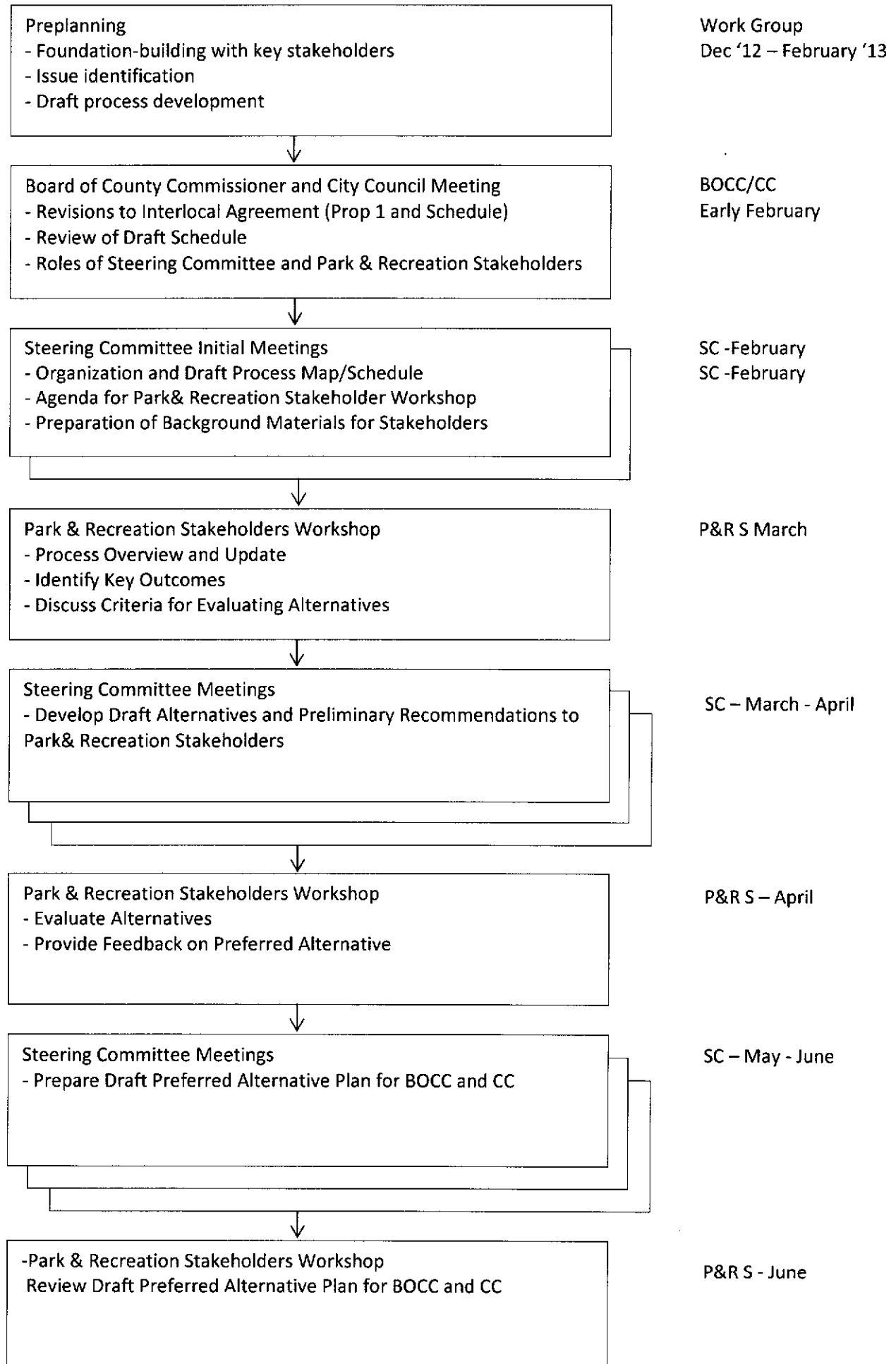
\_\_\_\_\_  
David Sullivan, Member

ATTEST:

\_\_\_\_\_



### Draft MPD Process Map and Schedule



# Steering Committee and Park & Recreation Stakeholders Composition, Roles & Responsibilities for MPD Process

## Steering Committee

- Role:** Comprised of up to 12 members of the Park & Rec Stakeholders (including the Co-chairs). Develops materials for review by the Stakeholders. Considers input from Stakeholders and makes appropriate revisions. Works with City/County staff and consultant to prepare materials.
- Chairpersons:** Co-chairs appointed by City Council and County Commissioners; Acts as chair for both Steering Committee and Stakeholders.
- Membership:** Includes representatives from:  
City/County Parks Committees  
Jefferson Aquatic Coalition  
Geographically balanced members  
City Councilor and County Commissioner (Ex Officio)
- Support:** Consultant, City and County Staff
- Meets:** Up to three times per month from February to June. All meetings are subject to the Open Public Meetings Act, records are subject to the Public Records Act, and meetings may be held in a variety of locations to reflect the regional scope of an MPD.

## Park & Recreation Stakeholders (Convened by Steering Committee)

- Role:** Reviews and discusses draft materials that have been prepared/reviewed by the Steering Committee. Provides input to the Steering Committee.
- Appointed:** The Steering Committee invites participants.
- Represents:** Comprised of members representing community organizations and groups and a balanced geographic distribution of residents; and others as interested (1 rep. and alternate per organization). These will include (but are not limited to) the following:
- |                                |                                  |
|--------------------------------|----------------------------------|
| City/County Parks Committees   | County Commissioner (Ex Officio) |
| School Districts               | City Council Member (Ex Officio) |
| Jefferson Healthcare           | Jefferson Aquatic Coalition      |
| Sports Boosters                | YMCA Representative              |
| South County Community Member  | Tri-area Community Member        |
| Port Townsend Community Member | WSU                              |
| Business/Chamber Rep           | Rotary                           |
| NWMC Rep                       | Teams and Leagues                |
| Recreation Organizations       | Kiwanis                          |
| Parks Advocates and Volunteers | Other Community Organizations    |
- Support:** Consultant, City and County Staff
- Meets:** Once or twice monthly from February to June

## Guidance to Steering Committee for MPD Process

**Charge.** Through its enabling legislation, a citizen Steering Committee will be given the following charge:

**Specific Outcomes.** In June of 2012 an Exploratory Regional Parks and Recreation Committee (ERPRC) concluded that our present system to provide and fund parks and recreation is not sustainable, and that a regional Metropolitan Parks District should be formed to serve the citizens of East Jefferson County including the City of Port Townsend. The City and the County are cooperating to convene citizens to develop a specific plan for creating a Metropolitan Park District (MPD) that voters could consider whether or not to approve. A citizen Steering Committee, with the help of a broad cross section of Parks & Rec Stakeholders will develop an MPD Plan. The MPD Plan should specifically address the following elements:

- The boundaries of a proposed MPD, no greater than East Jefferson County excluding the two existing Parks and Recreation Districts
- The (existing and any proposed future) facilities and programs that are to be included in the proposed MPD
- The structure of the proposed MPD and its governance model
- The preliminary maintenance and operations plan for the proposed MPD
- The preliminary operational and capital budget for the proposed MPD
- Budget requirements and funding availability for long-term maintenance and operations to maintain existing (and proposed future) facilities and programs (namely, sustainability). (“Long-term” would at a minimum be in the 6-10 year horizon.)
- Capital budget requirements and funding availability for long-term maintenance of existing (and proposed future) facilities (namely, sustainability). (“Long-term” would at a minimum be in the 6-10 year horizon.)
- The development of a proposed transitional strategy that facilitates the coordination, consolidation of City and County Park resources and proposes an interim funding strategy.

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**Housekeeping.** The following operational guidance will be established through the enabling resolution to maximize the time spent by the Steering Committee in developing a workable MPD alternative and minimizing the time spent establishing their internal rules and procedures. None of the following pre-determine the outcome of the Steering Committee’s work, only the manner in which they will conduct the planning process:

**Co-chairs.** Two Steering Committee Co-chairs will be appointed jointly by the City Council and Board of County Commissioners.

**Parks & Recreation Stakeholders**—Parks & Rec Stakeholders members are invited by the Steering Committee. The Steering Committee can expand membership at its discretion. The Steering Committee will address the possible role of having alternates for certain Parks & Rec Stakeholders members who represent organizations.

**Facilitator** – A facilitator will be provided that can help the Steering Committee set ground rules for other process issues (attendance, voting, sub-committees, etc.).

**Public Participation** –In addition to vetting work with Parks & Rec Stakeholders, the process shall encourage and provide meaningful opportunities for the general public to participate in the process. This may include holding a half-day charrette; scheduling open houses and workshops and providing for public comment at all Parks & Rec Stakeholders meetings. All meetings of the Steering Committee will be open to the public, although due to scheduling constraints public comment might not be taken at all meetings.

**MPD Plan Recommendation.** The Steering Committee shall prepare a preferred MPD Plan including the specific elements listed above that, if approved by a vote of the people, would result in the implementation of an MPD. The MPD Plan shall represent the majority view of the Steering Committee. The majority recommended MPD Plan shall be the sole document submitted by the Steering Committee for consideration by the County and City for proposing a potential ballot proposition.

**Provide Guidance on Transition in the Interim.** The Steering Committee shall include a recommended approach and schedule that would allow for maintaining parks and recreation in the interim until a MPD can support them.

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**The recommended Plan for an MPD must successfully address and achieve the following key objectives:**

- Ensure park properties and facilities and recreation programs will be cared and managed for the long term for the public's well being and for the benefit of the community;
- Ensure parks and recreation are delivered in an equitable manner and that resources are allocated fairly;
- Ensure the parks and recreation system is sustainable;
- Improves parks and recreation and future capacity compared to conditions without an MPD
- Sets a levy rate that protects junior taxing districts from prorationing;
- Ensure that the public will get what the MPD Plan promises

**AMENDMENT NUMBER TWO**  
**To The**  
**AGREEMENT**  
**Jefferson County - City of Port Townsend**  
**(Agreement concerning 2010 Sales Tax Ballot Measure)**

THIS AMENDMENT NUMBER TWO is entered into by and between **Jefferson County** ("County") and the **City of Port Townsend** ("City"), on the \_\_\_ of \_\_\_\_\_ 2013 (last date written by signature below).

**RECITALS**

- A. Jefferson County and the City of Port Townsend desire to amend both the original Interlocal Agreement regarding 2010 Sales Tax Ballot Measure executed by both parties on September 13, 2010 ("2010 Agreement"), and Amendment Number One to the 2010 Agreement dated June 22, 2011 ("2011 Amendment"), on the terms set forth in this Amendment Number Two.
- B. This Amendment Number Two supersedes and replaces the 2010 Agreement and Amendment Number One, and those instruments are of no further force or effect. As used in this instrument, "this Agreement" refers to Amendment Number Two.

**Now therefore, the parties agree as follows:**

**1. PARTIES TO THE AGREEMENT.** This Agreement is entered into by the political subdivision of the State of Washington known as Jefferson County ("the County") and the Washington municipal corporation known as the City of Port Townsend ("the City").

**2. PURPOSE.** It is the purpose of this Agreement to define the terms between the City and the County whereby the City would contribute a share of the 3/10ths of 1% special purpose sales tax receipts to the restoration and maintenance of Memorial Field and the Port Townsend Recreation Center (Community Center), and to youth services, subject to and on the terms set forth in this Agreement.

**3. EFFECTIVE DATE; DURATION; TERMINATION.**

a. The term of the 2010 Agreement is for up to four years, as follows: sales tax collections by the state began April 1, 2011, with disbursements to the County and the City beginning in June, 2011. The City contribution set forth in this Agreement commenced in June, 2011, and runs up to four years through May 31, 2015, except as provided in paragraphs 3.c. and 4.e, unless the parties have mutually executed a written extension of this Agreement.

b. Within 30 days of the execution of this Agreement the Parties agree to finalize and execute a Public Infrastructure Fund Grant Agreement for the Fort Worden Building 202 Project in the

amount of \$75,000 in 2014 and \$75,000 in 2015 as described in Jefferson County Resolution No. 063-12.

c. During the term of this Agreement, if the Washington State Legislature acts to curtail disbursements to Jefferson County of sales and use tax for public facilities in rural counties pursuant to RCW 82.14.370, or if actual income would limit the County's ability to fund the Public Infrastructure Fund grant for the Fort Worden Building 202 Project in the amount of \$75,000 in 2014 and \$75,000 in 2015 as described in Jefferson County Resolution No. 063-12, the Parties agree to immediately negotiate terms whereby the County would fully fund the grant for the Fort Worden Building 202 Project consistent with Resolution No. 063-12, or failing that, immediately renegotiate any and all terms of this Agreement in good faith.

**4. CITY PERFORMANCE.** The City agrees as follows:

City performance under the 2010 Agreement began in June 2011. Effective January 1, 2013, and continuing through May 31, 2015 (except as set forth in subparagraphs 3.c. above and 4.e. below, City performance continues, as follows: from the first \$425,000 of funds collected under the authority of Proposition 1 as they are received by the City, the City will contribute one-half to the County; from any amount above \$425,000 each calendar year the City will contribute one quarter to the County. All funds contributed for the following purposes:

- Maintain and continue normal operations of Memorial Field;
- Reopen programming and maintain the Port Townsend Recreation Center; and
- Help fund/match grants to make capital improvements to these facilities and provide professional services for the Exploratory Regional Parks and Recreation Committee or subsequent process to develop a sustainable model for funding and administering regional parks and recreation; and
- If unanticipated repairs threaten continued operation of the Mountain View Swimming Pool, the Parties will allow expenditure of capital funds under this Agreement to help fund the pool repairs as mutually agreed by the Parties.

a. Specifically, funds for Memorial Field shall be used to restore and maintain normal facility maintenance and operations, and event services including such expenditures as:

- Labor;
- Services;
- Equipment & supplies; and
- Utilities

b. Specifically, funds for the Port Townsend Recreation Center shall be used to restore and maintain normal facility maintenance and restore no-charge drop-in recreation program for children and families before (7am to 9am) and after (2pm to 7pm) schooldays and Saturdays (8am to 5pm), for a total of 44 hours per week, including such expenditures as:

- Labor;
- Equipment & supplies;

- Grounds and facility maintenance; and
- Utilities

c. Any City funds received by the County above \$212,500 for that year would be used for capital improvements or grant match for capital improvements, and for the support of the Exploratory Regional Parks and Recreation Committee or subsequent process to develop a model for funding and administering regional parks and recreation, and/or, as mutually agreed by the parties, for emergency repairs to the Mountain View Pool. All sales tax revenue received from the City not encumbered by contract or expended within 60 days of the termination of this agreement will be returned by the County to the City. Payment will be within 30 days of this accounting.

d. The City shall work with the County to identify and prioritize capital improvements, and pursue grants.

e. Approval of a dedicated and secure funding source. If a dedicated and secure funding source is approved that would fully replace the funding under this Agreement, then the City performance and obligation to contribute sales tax collections and this Agreement terminate upon availability of the new funding.

f. On expiration of this Agreement on or before May 31, 2015, the City's obligation for sales tax contribution ends. The City has encumbered the monies for public safety, and they are no longer available for contribution.

**5. COUNTY PERFORMANCE.** The County agrees as follows:

The County will use the funds received from the City for the purposes specified under City Performance (paragraph 4) in this Agreement and consistent with the County's adopted budget. Operations under this Agreement began July 1, 2011.

For 2014 and 2015, the County shall seek City input in preparing an annual budget for the operation, maintenance and improvement of Memorial Field and the Recreation Center, and will act in good faith in considering the City's suggestions and resolving potential issues. By December 31 prior to each operating year, the County shall provide the City a final budget for same.

The County shall track expenditures of all City funds under this Agreement, and provide a quarterly report. The report shall delineate revenues and expenses. County accounting of these funds shall be open to City inspection throughout the term of this Agreement.

Any City sales tax revenues under Proposition 1 received by the County over \$212,500 for that year will be set aside for capital improvement projects related to Memorial Field or the Port Townsend Recreation Center, to fund professional services for the Exploratory Regional Parks and Recreation Committee or subsequent process to develop a sustainable model for funding and administering regional parks and recreation; and if unanticipated repairs threaten continued operation of the Mountain View Swimming Pool, the Parties may allow expenditure of capital funds under this Agreement to help fund the pool repairs as mutually agreed by the Parties.

The County shall work with the City to identify and prioritize capital improvements, and pursue grants.

All sales tax revenue received from the City not encumbered by contract or expended within 60 days of the termination of this agreement will be returned by the County to the City. Payment will be within 30 days of this accounting.

## **6. JOINT PERFORMANCE – SUSTAINABLE SERVICE DELIVERY AND FUNDING REVIEW AND IMPLEMENTATION OF RESULTS OF REVIEW**

The parties have exercised good faith in accomplishing the benchmarks in Exhibit 1 to the 2010 Agreement (as amended by the 2011 Amendment), have reviewed the recommendation of the Exploratory Regional Parks and Recreation Committee (ERPRC), and have formulated and agreed on an implementation plan to convene citizens to develop a Metropolitan Park District (MPD) proposal as recommended, as well as coordinate, consolidate and fund park facilities and recreation programs until a Metropolitan Park District can be formed and funded. The implementation plan is set forth in a Joint Resolution of the City Council and Board of County Commissioners (City Resolution 13-005 and County Resolution No. 011-13).

## **7. GENERAL TERMS.**

a. **Hold Harmless.** Each party to this Agreement shall defend, indemnify and hold the other party, its appointed and elected officers and employees, harmless from claims, actions, injuries, damages, losses or suits including attorney fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault or negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, assigns, volunteers or representatives.

b. **Applicable Law and Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated in the Superior Court of Jefferson County, Washington.

c. **Non-Discrimination.** Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, religion, age, marital status or disability in employment or the provision of services.

d. **Severability.** If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of all parties.

e. **Relationship to Existing Laws and Statutes.** The County and City do not abrogate the decision-making authority vested in them by law except as specifically provided in this Agreement. This Agreement in no way modifies or supersedes existing State laws and statutes. The parties shall at all times comply with all applicable provisions of any federal, state, County or City legislation, and the rules and regulations issued there under.



f. **Good Faith Assistance.** Each party agrees to aid and assist the other in good faith in accomplishing the objectives of this Agreement. If either party believes the other is not meeting its obligations under this Agreement, that party may trigger a resolution process to evaluate and resolve the performance issue. The first step of the resolution process will be to refer the issue for resolution to the County Administrator and the City Manager for a period of 30 days. If, after 30 days the performance issue has not been resolved, either party may trigger mediation to resolve the issue. Mediation will be by a professional mediator selected by mutual agreement of both parties and paid for by both parties. The mediation will be for up to a period of 90 days, during which period the 50% allocation of City revenues will be in suspension and not be available to either party. The funds shall remain in suspension until the issue is resolved or a new agreement has been mutually executed.

g. **Assignment.** This agreement may not be assigned in whole or in part by either party without the prior written approval of the other party.

h. **Contract Not a Partnership.** This Agreement is to provide services, and is in no way intended to create a partnership, agency, joint venture between the parties.

i. **Notices.** All notices hereunder may be personally served, delivered or mailed. If mailed, they shall be sent by certified or registered mail to the addresses:

**CITY:**

City Manager  
City Hall  
250 Madison Street, #201  
Port Townsend, WA 98368

**COUNTY:**

County Administrator  
POB 1220  
Port Townsend, WA 98368

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices sent by mail shall be deemed to have been given when properly mailed, and the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

j. **Advice of Counsel; Construction.** The parties warrant and represent to each other that they have had representation by legal counsel and/or have had the opportunity to be represented by legal counsel during all stages in the negotiation of this Agreement. The parties further agree that they have participated in the negotiating and drafting of this Agreement and stipulate that this Agreement shall not be construed more favorably with respect to either party.

k. **Recording.** On execution of this Agreement by both parties, the County shall record this Agreement in Jefferson County.

l. **Administrator.** The City's representative for purposes of administering this Agreement is the City Manager. The County's representative for purposes of administering this Agreement is the County Administrator.

m. **Rights of Other Parties.** It is understood and agreed that this Agreement is solely for the benefit of the City and the County, and conveys no right to any other party, person or entity.

n. **Binder.** This Agreement shall be binding upon the parties hereto, their successors and assigns.

o. **Venue and responsibility for litigation costs.** The sole venue for any litigation that might arise from the parties' performance (or alleged failure to perform) pursuant to the terms and conditions of this Agreement shall be the Superior Court In and For Jefferson County. Should such litigation occur, then each party will be solely responsible for the costs and expenses it incurs with respect to that litigation.

p. **Entire Agreement; Revocation of Prior Agreements; Amendments.** This Agreement contains the entire agreement of the parties hereto with respect to the subject matter of this Agreement and use of the premises, and any other agreement, statement, promise, representation or understanding by any party hereto, or any of their respective agents, representatives, employees or principals which is not contained in this Agreement, is hereby mutually rescinded and revoked and shall not be binding or valid. Any amendments or additions or modifications to this Agreement shall be in writing executed by the parties hereto. Neither party shall be bound by any verbal or implied agreements.

Executed as of the date written below:

**CITY OF PORT TOWNSEND**

**JEFFERSON COUNTY**

By \_\_\_\_\_  
David G. Timmons, City Manager

By \_\_\_\_\_  
John Austin, Chair  
Board of County Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attest:**

**Attest:**

\_\_\_\_\_  
Pamela Kolacy, CMC, City Clerk

\_\_\_\_\_  
Raina Randall, Deputy Clerk of the Board

**Approved as to Form:**

**Approved as to Form:**

\_\_\_\_\_  
John P. Watts, City Attorney

\_\_\_\_\_  
David Alvarez, Deputy Prosecutor

