

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA
AND THE OLYMPIA METROPOLITAN PARK DISTRICT**

THIS AGREEMENT (this "**Agreement**") between the City of Olympia, Washington (the "**City**"), a noncharter code city organized under Title 35A RCW, and the Olympia Metropolitan Park District, a municipal corporation organized under Chapter 35.61 RCW (the "**OMPD**") (together, the "**Parties**") is effective as of the date of full execution and posting and is for the purposes described herein.

RECITALS

A. The City passed Ordinance Nos. 6971 and 6972 proposing formation of a metropolitan park district under Chapter 35.61 RCW and expressing its intent to cooperate with such a district to acquire, maintain, operate and improve parks and recreational facilities and programs for the future.

B. A majority of the voters voting at an election held on November 3, 2015, approved the formation of the Park District and the Park District was formed upon certification of the election results on November 24, 2015, pursuant to RCW 35.61.040, possessing all powers available to a metropolitan park district under state law.

C. The City and the OMPD are each, acting independently or jointly, authorized by RCW 67.20.010 and other state law, *inter alia*, to acquire, construct, improve, control, operate and maintain parks, and other recreational facilities or services.

D. Chapter 39.34 RCW (Interlocal Cooperation Act) permits local governmental units to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual advantage.

E. By Ordinance No. 6972 of the City, the Mayor is authorized to execute this Agreement on behalf of the City.

F. By Resolution No. MPD-3 of the Olympia Metropolitan Park District Board (the "OMPD Board"), the President of the OMPD Board is authorized to execute this Agreement on behalf of the OMPD.

G. The City and the OMPD desire to enter into this Agreement pursuant to Chapters 39.34 and 67.20 RCW in order to establish the framework for cooperation to acquire, maintain, operate and improve parks and recreational facilities and programs for the future.

AGREEMENT

The Parties enter into this Agreement in order to coordinate their efforts as authorized by Chapter 67.20 RCW and the Interlocal Cooperation Act:

1. **Purpose and Interpretation.** The City and the OMPD are each, acting independently or jointly, authorized by Chapters 67.20 and 39.34 RCW, *inter alia*, to acquire, construct, improve, control, operate and maintain parks, and other recreational facilities. The purpose of this Agreement is to make the most efficient use of public funds and to avoid duplication of efforts.

2. **OMPD Staffing.** Pursuant to this Agreement and as part of the consideration provided hereunder, the City may provide for staffing to implement the projects, programs and services identified in the adopted OMPD budget and may provide necessary related support to the OMPD, including without limitation, administrative staffing, treasury management services, legal services and similar support. These support services may be provided either in-house or through contracts with private contractors, firms or nonprofit organizations.

3. **Park District Records.** Official Records of the OMPD shall be kept and maintained by the City of Olympia in accordance with the law. Public Records Requests shall be handled by the City Clerk's office.

4. **Finances and Budgeting.** The Parties agree to participate in the budgeting process described in this Agreement. The OMPD intends to pay all property taxes collected by it to the City that are not needed to cover expenses of the OMPD, to be paid directly by the OMPD in furtherance of the purposes set forth herein. The City agrees to apply any funds received by it from the OMPD in accordance with this Agreement.

4.1. **Budget Process.** The Parties agree to the following process for limiting and controlling the OMPD's annual budget and property tax levy:

4.1.1 Finance.

(i.) The City shall include in its annual General Fund Operating Budget revenues to support the Olympia Parks, Arts and Recreation Department (hereafter "OPARD") projects, programs and services in amounts necessary to meet or exceed the minimum funding described in this paragraph. The 2015 adopted net budget for OPARD is \$4.4 million which is 11% of the General Fund revenues calculated using the methodology in **Addendum 1**. This percentage so calculated will be the baseline for allocating General Fund revenues to OPARD in subsequent years, unless the City Council by resolution with a majority plus one ("super majority") vote of its members after public hearing, determines that an exigent financial circumstance or natural disaster prevents the Council from maintaining this level of General Fund support. The Council will approve OPARD's budget and provide oversight in accordance

with the City's normal budget processes. In accordance with state guidelines, the City shall account for the OMPD and treat it as a Blended Component Unit and shall keep the necessary records to ensure the proper expenditure of all funds received by it for parks and recreation purposes, in accordance with this Agreement, state law and City ordinances.

(ii.) The City commits to use the 2% Voted Utility Tax (VUT) revenues to acquire new park land and to maintain and develop those acquired park properties, with a priority on acquisition to the extent practicable.

(iii.) The City commits to use one-half of the 1% Non-Voted Utility Tax (NVUT) revenues to acquire new park land and to maintain and develop those acquired park properties, with a priority on acquisition to the extent practicable.

(iv.) The City intends to allocate in its budget the remaining one-half of the Non-Voted Utility Tax (NVUT) to acquire new park land and to maintain and develop those acquired park properties, with a priority on acquisition to the extent practicable. If such budget allocation does not occur, to the extent a year end fund balance exists, then the City intends, absent an exigent financial circumstance, to allocate the first \$500,000 of that balance to such purposes.

(v.) The City intends to maintain the funding levels in (i.) and (ii.) without a time limit, and the funding levels in (iii.) until January 1, 2030, and the funding levels in (iv.) until January 1, 2026.

4.1.2 City to Prepare Budget Request. In conjunction with development of its own budget request, the City administration shall identify the amount of funding required from the OMPD and shall prepare an OMPD budget request to be presented to the OMPD Board. The budget request shall describe the proposed expenditures of OMPD revenues and shall be accompanied by an annual report documenting the status of the park and recreation projects, programs and services undertaken pursuant to this Agreement.

4.1.3 Advisory Committee Review. The OMPD Board shall create an advisory committee of at least five (5) persons, who shall be Olympia residents, to advise the City and the OMPD Board. The persons chosen for service on the advisory committee shall be knowledgeable about parks budgeting and finance, park acquisitions, development, maintenance, park standards, and funding levels. Service on the committee shall be for a four (4) year term. The advisory committee shall be referred to as the OMPD Advisory Committee and provide an annual report to the City Council and OMPD Board regarding the City's compliance with the funding levels in (i.) and (iv.) in Section 4.1.1. The draft of such report shall be posted on the City's website and the public shall be afforded a reasonable opportunity of at least twenty (20) days to comment on such report prior to the report being finalized.

4.1.4 Adoption of Budget and Levy by Park District. The OMPD Board shall review the budget proposal and approve a final OMPD budget in accordance with state law. The OMPD agrees to levy property taxes annually under RCW 35.61.210, within applicable statutory and constitutional rate and amount limitations, in amounts sufficient to fund its adopted budget.

4.2. City Administrative Services Director to serve as Treasurer. The OMPD agrees to take such actions as are necessary under RCW 35.61.180, including obtaining the approval of the Thurston County Treasurer, to appoint the City Administrative Services Director to serve as Treasurer for the OMPD. If so appointed, the City Administrative Services Director shall perform the functions of Treasurer under state law and maintain financial records on behalf of the OMPD, kept in accordance with applicable generally accepted accounting principles and other applicable governmental accounting requirements. The OMPD shall pay for the Treasurer's surety bond, insurance for the OMPD Board and all audit costs.

5. Condemnation and other Exercise of Governmental Powers. The OMPD shall not exercise condemnation powers within the City of Olympia. If condemnation of property is required for OMPD purposes, the City may exercise condemnation powers on the OMPD's behalf. The OMPD shall form no local improvement district within the City of Olympia. If formation of a local improvement district is required for OMPD purposes, the City may carry out the formation and may levy and collect assessments on the OMPD's behalf.

6. Interlocal Cooperation Act Provisions.

6.1. Ownership of Property. All park and recreation land, facilities and equipment that are maintained, acquired, improved or otherwise used in connection with this Agreement are and shall remain the property of the City. No joint property ownership is contemplated under the terms of this Agreement. In accordance with state law and City policy, the City retains the right to acquire or to sell or divest itself of city owned park land or facilities. Any proceeds from a sale or divestment of park land or facilities shall be dedicated to park purposes, including repaying bonds issued for park purposes.

6.2 No Joint Board. No provision is made for a joint board.

6.3 Amendment. Upon agreement of both parties reduced to writing and signed by each party's governing body, this Agreement may be amended as circumstances require. Provided, that any amendment would occur only after a report regarding such amendment is issued by the OMPD Advisory Committee, and Council holds a public hearing, after which each party must approve such amendment by a super majority of its' members.

7. Termination. This Agreement may be terminated by either Party upon the provision of 180 calendar days' notice to the other party. Provided, the City intends that any action it may take to terminate will be done after Council holds a public hearing and, if such

termination would have the effect of reducing the amount or duration of any of the (i.) – (iv.) funding levels in Section 4.1.1., votes to approve termination by a super majority of City Councilmembers. Additionally, this Agreement expires upon the future dissolution of the OMPD. Upon dissolution of the OMPD, it is the intent of the Parties that all assets are turned over to the City. However, if the OMPD has any outstanding debt or if the City has issued debt on behalf of the OMPD, this Agreement shall not be terminated or the OMPD dissolved until the debt is paid or defeased.

8. Compliance with Other Laws. The Parties shall comply with all applicable state and federal laws, including without limitation those regarding contracting, labor relations, minimum and prevailing wage, open public meetings, public records, and nondiscrimination.

9. Severability. In the event that any provision of this Agreement is held to be in conflict with an existing state statute or any future amendment thereof, such provisions shall be severable, and the remaining provisions of this Agreement shall remain in full force and effect. If any provision of this Ordinance is held invalid, the City intends, insofar as legally possible, to replace the invalidated portion with another provision to accomplish the intent of the invalidated provision.

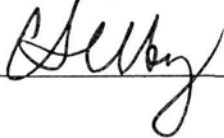
10. Indemnification. The OMPD shall indemnify, defend, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of services provided by a City officer, official, employee, or volunteer acting in the course and scope of their duties for the OMPD pursuant to this Agreement, except for injuries, losses, and damages caused by the sole negligence of the City.

11. Effective Date. This Agreement will be effective after filing or posting, as provided by law.

***** SIGNATURES APPEAR ON THE FOLLOWING PAGE *****

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date of the last authorizing signature affixed hereto.

CITY OF OLYMPIA:


Mayor _____ Date _____

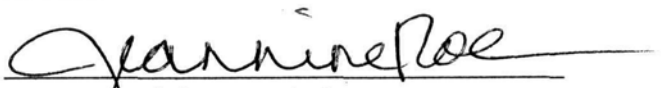
OLYMPIA METROPOLITAN PARK DISTRICT:

 3-1-16
OMPDP President _____ Date _____

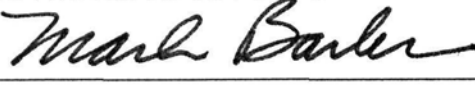
ATTEST:


City Clerk _____

ATTEST:


Secretary of the Board of Commissioners
Vice President

APPROVED AS TO FORM:


City Attorney _____

APPROVED AS TO FORM:


OMPDP Board Attorney _____

ADDENDUM 1

Olympia General Fund Appropriation for Parks Revenues Relevant For Parks % of Revenues

	2015 Budget	General Use Portion	Source	Notes
Sales Tax	\$ 18,683,610	\$ 16,398,600	P. 43 Budget	excluding currently dedicated portions
B&O Tax	\$ 5,240,000	\$ 5,240,000	P. 36 Budget	excluding currently dedicated portions
Property Tax	\$ 13,710,639	\$ 10,269,888	P. 36 Budget	excluding currently dedicated portions
Private Utility Tax	\$ 4,946,860	\$ 4,946,860	P. 36 Budget	excluding currently dedicated portions
Public Utility Tax	\$ 4,217,430	\$ 4,217,430	P. 36 Budget	excluding currently dedicated portions
Total:	\$ 46,798,539	\$ 41,072,778		
Parks General Fund Appropriation Requirement				
From Budget	\$ 5,335,445		P. 110 Budget	
Less program revenues	\$ (929,713)		P. 110 Budget	Generated by Parks activities
Net Demand on General Fund	\$ 4,405,732			
Designated Tax Revenue:	\$ 41,072,778			
Parks General Fund Requirement	\$ 4,405,732			
Parks Portion	10.7%			

AMENDMENT NO. 1

INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA
AND
THE OLYMPIA METROPOLITAN PARK DISTRICT

THIS AMENDMENT is effective as of the date of the last authorizing signature affixed hereto by and between the City of Olympia (CITY) and the Olympia Metropolitan Park District (OMPD).

WHEREAS, on March 1, 2016, the CITY and OMPD entered into an Interlocal Agreement to establish a framework for cooperation to acquire, maintain, operate and improve parks and recreational facilities and programs (Agreement); and

WHEREAS, the OMPD Advisory Committee issued a letter on July 11, 2018 reporting on the proposed change to Subsection 4.1.3 as required by the Agreement in subsection 6.3; and

WHEREAS, the OMPD Board of Directors held a public hearing on the proposed change on November 5, 2018, as required by law, and has considered the public testimony presented; and

WHEREAS, City Council held a public hearing on November 13, 2018 as required by the Agreement in subsection 6.3; and

WHEREAS, the parties have determined that the agreement should be amended;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City of Olympia and the Olympia Metropolitan Parks District desire to amend the Agreement as follows:

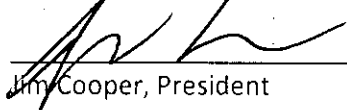
1. Subsection 4.1.3 of the Agreement, **Advisory Committee Review**, is hereby amended to read as follows:

The OMPD Board shall create an advisory committee of at least five (5) persons, who shall be Olympia residents, to advise the City and the OMPD Board. The persons chosen for service on the advisory committee shall be knowledgeable about parks budgeting and finance, park acquisitions, development, maintenance, park standards, and funding levels. Service on the committee shall be for a four (4) year term. The advisory committee shall be referred to as the OMPD Advisory Committee and provide an annual report to the City Council and OMPD Board regarding the City's compliance with the funding levels in (i) ~~and through~~ (iv.) in Section 4.1.1. The draft of such report shall be posted on the City's website and the public shall be afforded a reasonable opportunity of at least twenty (20) days to comment on such report prior to the report being finalized.

2. All remaining provisions of the Agreement dated March 1, 2016, not here amended or supplemented shall remain as written in said Agreement, and shall continue in full force and effect.

IN WITNESS WHEREOF, the CITY and OMPD have executed this Amendment No. 1 of the Agreement as of the date of the last authorizing signature affixed hereto.

OLYMPIA METROPOLITAN PARK DISTRICT



Jim Cooper, President

Date: 11-13-2018

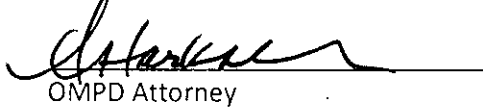
CITY OF OLYMPIA



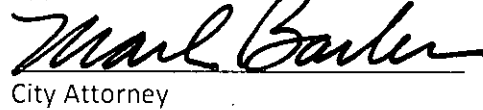
Steven R. Hall, City Manager

Date: 11/13/2018

Approved As To Form:


OMP Attorney

Approved As To Form:


City Attorney