

RESOLUTION NO. 198

A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON,
AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH PIERCE
COUNTY FIRE PROTECTION DISTRICT #3 FOR JOINT DEVELOPMENT OF
PUBLIC SAFETY BUILDING

BE IT RESOLVED THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE,
WASHINGTON, AS FOLLOWS:

Section 1. Authorization. City Manager or his designee is authorized and directed to execute on behalf of the City the Interlocal Agreement with Pierce County Fire Protection District #3 for Joint Development of Public Safety Building.

Section 2. Ratification and Confirmation. Any acts made consistent with the authority and prior to the effective date of this resolution are ratified and confirmed.

Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

ADOPTED BY THE CITY COUNCIL ON DECEMBER 7, 1998.


Debbie Klosowski, Mayor

ATTEST:


Susan Matthew, City Clerk

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF UNIVERSITY PLACE AND
PIERCE COUNTY FIRE PROTECTION DISTRICT #3 FOR
JOINT DEVELOPMENT OF PUBLIC SAFETY BUILDING**

THIS AGREEMENT, made and entered into this 5th day of Dec, 1998, by and between the PIERCE COUNTY FIRE PROTECTION DISTRICT #3, hereinafter referred to as the "DISTRICT," and the CITY OF UNIVERSITY PLACE, a municipal corporation, hereinafter referred to as the "CITY," WITNESSETH:

WHEREAS, joint use by the District and City of a Public Safety Building located on a site near City Hall will improve integration of public safety services including fire, emergency operations, and police services; and

WHEREAS, joint use of a Public Safety Building will greatly improve the capacity and communications of the District and City to respond to major emergencies and disasters in a joint emergency operations center; and

WHEREAS, locating the joint use Public Safety Building adjacent City Hall will provide an increased police and security presence at the future Homestead Park, Town Center and City Hall; and

WHEREAS, a joint use Public Safety Building will allow for more effective and cost efficient maintenance and operation of the building for their better utilization by both parties; and

WHEREAS, the District is in the process of acquiring land for, constructing and equipping the new Public Safety Building which will house a fire station, police station, and joint emergency operations center (EOC); and

WHEREAS, the purpose of this joint development agreement is to allow and encourage the District and City to work together in planning, developing and building facilities for joint use including the joint use Public Safety Building; and

WHEREAS, in the interest of providing the best services with the least possible expenditure of public funds, full cooperation between the District and City is desirable; and

WHEREAS, the District and City have the authority to enter into their agreement pursuant to the Interlocal Cooperation Act Chapter 39.34.030 RCW;

NOW, THEREFORE, in consideration of the premises, said City and said District do now agree to cooperate with each other in carrying out the above purposes, and to that end do agree as follows:

I. PURPOSE

The District and the City agree that the purpose of this Agreement is to undertake and finance cooperative action to provide a joint building for the provision of fire, emergency medical, community education, police and emergency operation services ("Public Safety Building") for the District and City.

II. ADMINISTRATOR

The District and the City hereby agree that the District shall be responsible for administering the construction of the Public Safety Building and any other cooperative undertaking associated with the joint use building project authorized hereunder.

III. RESPONSIBILITIES OF DISTRICT

The District will be responsible for acquiring land for, designing, constructing and equipping a Public Safety Building, a majority which will be used to provide fire services and the District's respective emergency operation activities. The remaining portion of the facility will be used in support of municipal services by the City of University Place and their respective emergency operation activities. The portion of the building occupied by the District will be used in support of fire prevention, suppression, education, and emergency medical services to the area within the District's authority.

IV. RESPONSIBILITIES OF CITY

The City will assist the District in obtaining bond financing for the construction of the Public Safety Building. The portion of the building occupied by the City will be used in support of municipal services to the area within the City's authority.

V. JOINT EMERGENCY OPERATIONS CENTER

The District and the City will participate equally in the design and construction of the Emergency Operations Center (EOC), to be used as a training, operations and general meeting facility.

VI. MAINTENANCE

The District shall furnish all necessary maintenance and operation services and utilities except as otherwise specified herein. The District and City shall each maintain its component of the building including building interior and exterior maintenance. The portion of operational costs to be paid each year shall reflect that all costs of maintaining and repairing the building, fixtures, related improvements and equipment shall be borne by the parties commensurate with the portion of the building they each occupy, or as otherwise agreed to by the parties.

VII. METHOD OF PAYMENT

The District hereby agrees to issue general obligation bonds within the limits of applicable non-voted debt to finance the construction of the Public Safety Building. The District covenants that it will deposit the proceeds of the general obligation bonds in the heretofore created fund of the District designated the 1998 Bond Construction Fund and that it will use such proceeds solely for the Public Safety Building. The District shall establish and maintain a budget for the Project and for any other cooperative undertaking authorized hereunder. Except as authorized herein or as authorized by future action of the District and City, the District shall be responsible for financing the Public Safety Building.

The District shall also be solely responsible for acquiring the land for the construction of a Public Safety Building. The City may donate up to 7/10th of one acre of adjacent land to the project or the City may opt to sell up to 7/10th of one acre of adjacent land to the District in support of the project.

The City agrees to pay its share of the Public Safety Building's construction costs to be agreed upon subsequently by Board and Council action.

VIII. TERM

This agreement shall remain in full force and affect until terminated by either party so long as District and City pursue the development of a joint use Public Safety Building; providing however, that this agreement will be amended once specific costs and space allocation have been mutually agreed upon by the District and City.

IX. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the Constitution and laws of the State of Washington.

X. BINDING EFFECT

This Agreement shall inure to the benefit of and shall be binding upon the District, the City, and their respective successors, assigns and legal representatives, subject, however, to limitations contained herein.

XI. INDEMNIFICATION

Each party agrees to indemnify, defend and hold harmless the other and all its officers, agents, employees and consultants from and against any and all demands, claims, judgements, awards of damages, costs, losses or liability, including attorney's fees, for any and all claims for damages or injuries to persons, property or agents of the user which arise from its negligent or intentional acts or omissions. In the event of such claims or lawsuits, each party shall assume all costs of its defense thereof, and shall pay all resulting award of damages, fees, costs or judgements that may be obtained against it or its officers, consultants, agents or employees. Further, each party has insured against its own liability herein and will promptly notify the other of any material changes in such coverage.

XII. INSURANCE

Each party shall provide insurance coverage for all facilities and equipment presently owned or purchased by such party and used under the terms of this agreement. Each party further agrees to provide general liability insurance coverage covering the actions of its own personnel when performing services under the provisions of this agreement. It is hereby understood and agreed that both parties shall obtain and maintain public liability insurance in an amount not less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) single limit liability. Each party will provide the other with a certificate of public liability insurance naming the other as an additional insured and showing proof of the required insurance coverage upon commencement of construction of the Public Safety Building. Insurance coverage shall be maintained at all times.

XIII. SEVERABILITY

If the District or City fails to perform in the manner called for in this Agreement, or if the District or City fails to comply with any other provision of the Agreement, either party may terminate this Agreement. Termination shall be effected by serving a day notice of termination on the other party setting forth the manner in which that party is in default. The District will only be paid the contract price for services performed in accordance with the manner of performance set forth in this Agreement.

XIV. MODIFICATION

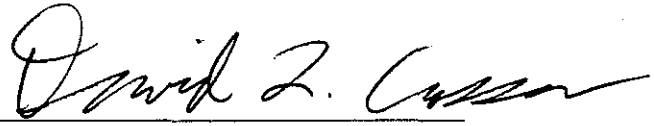
This agreement represents the entire agreement between the parties. No change, termination or attempted waiver of any of the provisions of this agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. The agreement shall not be modified, supplemented or otherwise affected by the course of dealings between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day

and year above written.



City of University Place
Robert W. Jean, City Manager



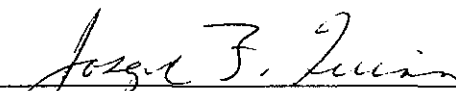
Pierce County Fire Protection District #3
David Crossen, Chief Executive Officer

Approved as to form:



Timothy X. Sullivan, City Attorney
WSBA #9423

Approved as to form:



Joseph F. Quinn, Attorney at Law
WSBA #6810

UNOFFICIAL DOCUMENT