

RESOLUTION NO. 270

A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITIES OF FIRCREST, GIG HARBOR, UNIVERSITY PLACE AND THE TOWN OF STEILACOOM FOR MUTUAL AID DURING PUBLIC WORKS EMERGENCIES.

WHEREAS, it is in the public interest and the best interests of the residents of each of the cities joined in this Interlocal Agreement to utilize the services, public works crews, and equipment of the other cities in times of unanticipated public works emergencies; and

WHEREAS, providing mutual aid in the sharing of labor and equipment resources between the cities would be the most efficient method in terms of time and money to alleviate public works emergencies; and

WHEREAS, the cities wish to do whatever necessary to aid, support and cooperate in the cultivation of good citizenship by providing maintenance and repair support to each other; and

WHEREAS, nothing in this Agreement obligates any city or town to provide aid to one another. It is merely a framework for allowing cooperative assistance among the cities and towns; Now Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON

Section 1. Authorization. City Manager or his designee is authorized and directed to execute on behalf of the City an Interlocal Agreement between the cities of Fircrest, Gig Harbor, University Place and the Town of Steilacoom for mutual aid during public works emergencies.

Section 2. Effective Date. This resolution shall take effect immediately upon adoption.

ADOPTED BY THE CITY COUNCIL ON MAY 1, 2000


Lorna Smith, Mayor

ATTEST:


Susan Matthew, City Clerk

**INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF FIRCREST, GIG HARBOR,
STEILACOOM AND UNIVERSITY PLACE
FOR MUTUAL AID DURING
PUBLIC WORKS EMERGENCIES**

THIS AGREEMENT is entered into this _____ day of May, 2000, by and between the Cities of Fircrest, Gig Harbor, and University Place and the Town of Steilacoom ("the cities"), all of which are municipal corporations of the State of Washington.

WHEREAS, it is in the public interest and the best interests of the residents of each of the cities joined in this Interlocal Agreement to utilize the services, public works crews, and equipment of the other cities in times of unanticipated public works emergencies; and

WHEREAS, providing mutual aid in the sharing of labor and equipment resources between the cities would be the most efficient method in terms of time and money to alleviate public works emergencies; and

WHEREAS, the cities wish to do whatever necessary to aid, support and cooperate in the cultivation of good citizenship by providing maintenance and repair support to each other; and

WHEREAS, nothing in this Agreement obligates any city or town to provide aid to one another. It is merely a framework for allowing cooperative assistance among the cities and towns; and

WHEREAS, the City Councils of the Cities of Fircrest, Gig Harbor, and University Place and the Town Council of the Town of Steilacoom have authorized this Agreement by ordinance or resolution; and therefore,

IN CONSIDERATION of the mutual promises and covenants contained herein, and pursuant to the provisions of Chapter 39.34 RCW, the Interlocal Cooperation Act, the parties agree to cooperate with each other as follows:

AGREEMENT

1. PURPOSE.

The purpose of this Agreement is to enable the Cities of Fircrest, Gig Harbor, and University Place and the Town of Steilacoom to make the most efficient use of resources by using the services and equipment of the other Cities

when in the opinion of the Public Works Director an unanticipated public works emergency requires emergency work. Emergency work means work requiring immediate action to correct or prevent loss or damage to property, to restore disrupted essential services, or to eliminate hazards to personnel or equipment.

2. TERM OF AGREEMENT.

The term of this Agreement begins May 1, 2000. The Agreement shall automatically be renewed for each city on May 1st of each successive year unless a written Notice of Withdrawal is provided to the other cities no later than March 1st of that year.

3. ADMINISTRATION OF AGREEMENT AND WORK SCHEDULES.

This agreement shall be administered by one supervisor from each city. Specifically, the Public Works Director or his/her designee from the city requiring the aid shall assign and monitor the work done within his/her city by crews from the other cities. He/she shall coordinate with the Public Works Director or designee of any cities providing emergency aid, and work schedules shall be determined by mutual agreement between those individuals.

4. RESPONSIBILITIES OF CITIES PROVIDING AID.

Any city providing aid to another of the joined cities agrees to:

A. Transport available crew and necessary equipment to the city requiring the emergency aid;

B. Provide a supervisor to administer this Agreement.

C. Provide the salary and benefits, including L&I/Workers' Compensation and medical coverage, for each crew member as they would normally receive when working in their own city.

5. RESPONSIBILITIES OF CITIES RECEIVING AID.

Any city receiving aid agrees to:

A. Return all equipment and tools utilized promptly, in the same condition as when received, at the end of any emergency working session.

B. Provide a supervisor to administer this Agreement.

C. Coordinate and supervise the work to be performed in the receiving city and ensure the safety of all public works crews working at the site.

D. Provide a rest area with water and restroom for public works crews.

E. Provide general liability coverage up to a total of \$1,000,000 per incident and \$1,000,000 per person for personal injuries, damages, or claims incurred in connection with the performance of emergency public works aid under this Interlocal Agreement. The coverage shall treat the city providing aid as an additional insured. The liability insurance program of the city receiving aid shall be the primary coverage for any claim made by citizens arising out of this Agreement.

F. The city receiving aid will pay the cities providing the aid on a case-by-case basis for the actual costs incurred for work done by crew members and for the use of equipment.

6. UNION CONTRACTS.

None of the terms of this Interlocal Agreement, nor any services performed or actions taken under this Agreement, shall violate any of the terms of public works union contracts of cities involved in the receiving of or giving of services.

7. ACCOUNTING AND PAYMENT FOR SERVICES.

There shall be no gifting of public funds. Any city supplying aid shall provide the aided city with a written, itemized invoice within 30 days of the aid having been given. The aided city will pay for services rendered within 30 days of receipt of the invoice, unless other arrangements have been made by formal, written agreement. The Public Works Director or his/her designee of the city providing the aid shall be responsible for supplying his/her finance department with a written accounting of hours crew members worked and hours equipment was used. The Public Works Director or his/her designee for the city receiving the aid shall be responsible for keeping track of hours in order to approve invoices received from cities providing aid.

8. INDEMNIFICATION.

Any city receiving public works emergency aid shall defend, indemnify and hold all cities providing the aid, their officers, employees and volunteers harmless from any and all claims, injuries, damages, losses, suits, or judgments including costs and attorney's fees, made by any party against the aided city resulting from the acts or omissions of the aided city, its officers, employees and volunteers, in connection with the performance of this Agreement.

Any city providing public works emergency aid shall defend, indemnify and hold the aided city and all other providing cities, their officers, employees and volunteers harmless from any and all claims, injuries, damages, losses, suits,

judgments, including costs and attorney's fees, made by any party against such providing city resulting from the actions or omissions of the providing city, its officers, employees or volunteers, in connection with the performance of this Agreement.

Any city, whether receiving or providing public works emergency aid, shall defend, indemnify and hold harmless the other participating cities from any and all costs, claims, judgments, or awards of damages, including attorney's fees, resulting from any cause, claim, suit, action or administrative proceeding challenging or arising in whole or in part from the existence or effect of its ordinances, resolutions, rules, regulations, union contracts, collective bargaining agreements, customs, policies or practices.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the city receiving emergency public works aid, its officers, employees and volunteers, and the city or cities providing emergency public works aid, their officers, employees and volunteers, the liability of any city hereunder shall be only to the extent of that city's negligence unless otherwise provided by law. It is further specifically and expressly understood that the indemnification provided herein constitutes a waiver by the participating cities of immunity under Title 51 RCW, solely for the purposes of this indemnification.

9. NOTICE.

Any formal notice or communication to be given between the cities under this Agreement shall be deemed properly given if delivered or mailed, postage prepaid and addressed to:

CITY OF FIRCREST
Attn: City Manager
115 Ramsdell Street
Fircrest, WA 98466

CITY OF GIG HARBOR
Attn: City Administrator
3105 Judson Street
Gig Harbor, WA 98335

TOWN OF STEILACOOM
Attn: Town Administrator
1715 Lafayette Street
Steilacoom, WA 98388

CITY OF UNIVERSITY PLACE
Attn: City Manager
3715 Bridgeport Way W. (#B)
University Place, WA 98466

10. ENTIRE AGREEMENT.

This is the entire agreement between the parties and supercedes any prior written or verbal agreements.

11. MODIFICATION.

The parties may modify this Agreement by mutual consent. No additions to, or alteration of the terms of this Agreement shall be valid unless made in writing and formally approved and executed by duly authorized agents of both parties.

12. ASSIGNMENT.

Neither party shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

13. BINDING EFFECT.

When executed, this Agreement shall be binding upon and shall inure to the benefit of the parties and their successors in interest.

14. FILING/RECORDING.

This Interlocal shall be recorded with the Pierce County Auditor, as required by law. Copies of the Interlocal shall be filed with the City Clerks of Fircrest, Gig Harbor, Steilacoom, and University Place.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed.

CITY OF FIRCREST

CITY OF GIG HARBOR

Susan Clough, Interim City Manager

Mark Hoppen, City Administrator

ATTEST:

ATTEST:

Susan Clough, City Clerk

Molly Towslee, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

Carol Morris, City Attorney

TOWN OF STEILACOOM

CITY OF UNIVERSITY PLACE

Janda Volkmer, Mayor

Robert W. Jean, City Manager

ATTEST:

ATTEST:

Susan Wilson, Town Clerk

Susan Matthew, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Lawrence E. Hoffman, Town Attorney

Timothy X. Sullivan, City Attorney