

**INTERLOCAL AGREEMENT
BY AND BETWEEN THE PORT OF TACOMA AND THE CITY OF FIFE
REGARDING THE TRANSFER OF FUNDS TO SUPPORT FIFE'S HOMELESSNESS
OUTREACH EFFORTS**

This Interlocal Agreement (“Agreement”) is entered into by and between the Port of Tacoma (“Port”), a public port district organized under the laws of the State of Washington, and the City of Fife (“City”), a municipal corporation in the State of Washington, each referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the homelessness crisis has continued to negatively impact not only those living on our streets, but the operations of the Port of Tacoma and our tenants, creating significant health and safety hazards; and

WHEREAS, the Port of Tacoma Commission passed resolution 2022-19-PT on October 20th, 2022, directing staff to research ways in which the Port of Tacoma can assist local jurisdictions in the homelessness crisis; and

WHEREAS, on February 21, 2023, staff presented three options to the Commission: in-kind contribution, purchase of land, and homelessness policy & program advocacy; and

WHEREAS, the Commission favored an in-kind contribution with a local municipality and directed staff to reach out to our local partners; and

WHEREAS, after consultation with local municipalities, the City of Fife, being directly adjacent to the Tacoma Tideflats and the operations of the Port of Tacoma, having stood up a successful jobs and shelter program assisting those in need within close proximity of the Port; and

WHEREAS, cooperation between the Port and the City as anticipated in this Agreement will directly benefit the Port by reducing the adverse impact on Port functions from homeless persons living on Port-owned and -operated properties, or on public rights of way leading to such properties; and

WHEREAS, the Parties are authorized, pursuant to the Interlocal Cooperation Act (Chapter 39.34 RCW), to enter into this Interlocal Agreement.

AGREEMENT

NOW, THEREFORE, pursuant to the above recitals that are incorporated herein as if fully set forth below, and in consideration of the mutual promises, benefits, and obligations hereinafter set forth, the Parties agree as follows:

1. Project and Term of Agreement.

1.1. Project. In support of the City's Street Outreach Program (the "Program"), the Port of Tacoma agrees to contribute \$72,000 towards the City's efforts described below.

- 1.1.1. Engagement: Purchase of lunches to attract people to their weekly outreach events. Advertisement of events, and food and hygiene bags for people in need;
- 1.1.2. Housing Search and Placement: First and last month's rent, moving in expenses;
- 1.1.3. Services to Special Populations: Purchase of items for persons in need – including food, hygiene clothing, bicycles, and other items – and provision of services to ensure Program participants find stable housing and employment;
- 1.1.4. Transportation: Bus passes, ride-share transportation, and gas for vehicles; and
- 1.1.5. Staff Training/Conference/Per Diem: Staff training and training for people looking for employment.

1.2. Term. This Agreement shall take effect on the Effective Date, provided that this Agreement is properly filed, as described herein. This Agreement will terminate upon the sooner of one year from the Effective Date, or once all contributions anticipated by this Agreement are spent, unless modified by the Parties through mutual written agreement.

2. Financial Obligations. Except as otherwise expressly stated in this Agreement, each Party is solely responsible for financing the obligations it undertakes as a result of this Agreement.

3. Obligations and Project Coordination.

3.1. Port's Obligations. The Port shall contribute \$72,000 to the City of Fife's Program. The contribution shall be paid to the City in full within 30 days from the Effective Date.

3.2. City's Obligations. The City shall use funds provided by the Port as anticipated under Paragraph 1.1. At the end of the Term, the City shall supply the Port of Tacoma with an end of year report on the efficacy of the Program, addressing the areas outlined under Section 1.1, above.

3.3. Cooperation. The Parties shall cooperate in exchanging any information or documents reasonably necessary to effect the goals and purposes of this Agreement.

3.4. Contract Administration. The Parties do not, by this Agreement, create any

separate legal or administrative entity. The Port's Executive Director, or his/her designee, and the City's City Manager, or his/her designee, shall be responsible for working with each other to administer the terms of this Agreement. The Parties do not intend to own jointly any real or personal property as part of this Agreement. The Parties will work together cooperatively to further the intent and purpose of this Agreement.

4. Indemnification.

4.1. The Port shall defend, indemnify, and hold the City, its officers, officials, employees, licensees, agents, and volunteers harmless from any and all injuries, losses, claims, suits, awards of damages, judgments, or costs, including attorney's fees, arising out of or in connection with the performance of this Agreement, to the extent caused by the negligence or willful misconduct of the Port or its officers, officials, employees, agents, or volunteers.

4.2. The City shall defend, indemnify, and hold the Port, its officers, officials, employees, licensees, agents, and volunteers harmless from any and all injuries, losses, claims, suits, awards of damages, judgments, or costs, including attorney's fees, arising out of or in connection with the performance of this Agreement, to the extent caused by the negligence or willful misconduct of the City or its officers, officials, employees, agents, or volunteers.

4.3. In the event of liability based upon the alleged concurrent or joint negligence of the Parties, the Parties shall individually bear their respective liability, including costs, as determined according to RCW 4.22.015.

4.4. The indemnification provisions of this Agreement shall not be limited by any worker's compensation, benefit, or disability laws, and each indemnifying Party hereby waives, solely for the benefit of the indemnified Party, any immunity that such indemnifying Party may have under the Industrial Insurance Act, Title 51 RCW; or similar state or federal worker's compensation, benefit, or disability laws.

4.5. Each Party agrees that it will include in any contract related to the work of this Agreement a provision requiring the contractor to defend, indemnify, and hold harmless all the Parties to this Agreement against any claims arising out of or related to the work of the contractor.

4.6. The indemnification provisions of this Agreement shall survive the expiration or termination of this Agreement with respect to acts or omissions occurring during its term and relating to or involving the subject matter of this Agreement.

5. Disputes.

5.1. In General. In the event a dispute arises between the Parties regarding the performance of an obligation under this Agreement or an alleged violation of the terms or conditions of this Agreement, the aggrieved Party will give the other Party written notice of such dispute. The other Party shall be provided fifteen (15) business days to respond and/or cure the alleged defective performance or violation. In any event, the Contract

Administrators or their designees shall collaborate and use their best efforts to resolve disputes. Compliance with this provision shall be a condition precedent to terminating this Agreement for cause or filing suit in a court of law to enforce its terms. At all times prior to resolution of a dispute, the Parties shall continue to comply with their obligations under this Agreement in the same manner and under the same terms as existed prior to the dispute.

5.2. Choice of Law and Venue. This Agreement shall be governed in all respects by the laws of the State of Washington. The venue for any dispute arising out of or relating to this Agreement shall be with the Pierce County Superior Court in Tacoma, Washington.

5.3. Costs and Attorney's Fees. In any suit or action instituted under this Agreement, the prevailing Party shall be entitled to recover its costs, including reasonable attorney's fees, from the other Party.

6. Notice. Any notice or information required or permitted to be given to the Parties under this Agreement shall be sent to the following addresses unless otherwise specified:

Port of Tacoma
Attn: Matthew Mauer
Government Affairs Manager
1 Sircum Way
Tacoma, WA 98421
mmauer@portoftacoma.com
253-241-8899

City of Fife
Attn: Derek Matheson
City Manager
5411 23rd Street East
Fife, WA 98424
dmatheson@cityoffife.org
253-896-8603

7. No Third-Party Beneficiaries. This Agreement is executed for the sole and exclusive benefit of the Parties. Nothing in this Agreement, whether express or implied, is intended to confer any right, remedy, or other entitlement upon any person other than the Parties hereto. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third party, nor shall any provision of this Agreement give any third party a cause or right of action against any Party hereto.

8. Record Retention. All Program records shall be retained in accordance with each Party's document retention schedule and made available upon reasonable request for review or audit by the other Party during the term of this Agreement.

9. Termination. This Agreement shall terminate: (1) upon thirty (30) days' prior written notification to the other Party or (2) by mutual agreement of the Parties. If this Agreement is so terminated, the Parties shall be liable only for their respective performance rendered or costs incurred in pursuance of the terms of this Agreement up to the date of termination. In the event of any termination of this Agreement, the City shall return to the Port any funds provided under this Agreement that, as of the effective date of such termination, have not been spent by the City.

10. Abandonment. If the Program is abandoned, then this Agreement shall be of no further force or effect and the City shall return to the Port all funds paid under this Agreement.

11. Limitation of Agreement. This Agreement does not relieve either Party of any obligation or responsibility imposed upon it by law.
12. Filing of Agreement. In accordance with RCW 39.34.040, a copy of this Agreement shall be recorded in the Office of the Pierce County Auditor or posted by both Parties on their respective websites. This Agreement will not take effect until it has been successfully filed in either location.
13. Counterparts. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
14. Severability. Should any word, phrase, clause, sentence, or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.
15. Incorporation. This Agreement contains the final, complete, and exclusive statement of the agreement between the Parties with respect to the subject matter of this Agreement. All prior or contemporaneous agreements, promises, negotiations, or representations with respect to the subject matter of this Agreement are merged in and superseded by this Agreement. This Agreement correctly states the rights, duties, and obligations of each party as of this Agreement's Effective Date.
16. Amendment. No provision of this Agreement may be amended or supplemented except by agreement, in writing, signed by both Parties.
17. Mutual Negotiation. The Parties agree that the terms and provisions of this Agreement have been negotiated, that the Agreement shall be deemed to be mutually negotiated and mutually drafted by both Parties, and that the language in the Agreement and Exhibits shall, in all respects, be construed according to its fair meaning and not strictly for or against either Party.
18. Effective Date. This Agreement shall be effective as of the date of the last signature below.

APPROVED BY the Commissioners of the Port of Tacoma in the State of Washington and signed in authentication thereof the 7th day of July, 2023.

APPROVED BY and signature authorized by the Fife City Council pursuant to Resolution No. 2098 and signed in authentication thereof the 13 day of June, 2023.

PORT OF TACOMA

By: Eric Johnson
Eric Johnson
Executive Director

Date: 7/07/23

Approved as to form:

Heather L. Burgess
By: Heather L. Burgess
General Counsel, Port of Tacoma

CITY OF FIFE

By: Derek Matheson
Derek Matheson
City Manager

Date: 6/26/23

Approved as to form:

Gregory F. Amann
By: Gregory F. Amann
City Attorney