

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF EDGEWOOD AND THE CITY OF
FIFE REGARDING EMERGENCY SPACE SHARING**

1. Dates and Parties. This Interlocal Agreement (“Agreement”) dated, for reference purposes only, the 27th day of Nov, 2012 (“Agreement Date”), and is entered into by and between the City of Fife, (“Fife”) and the City of Edgewood (“Edgewood”), optional municipal code cites organized under Title 35A RCW.

2. General Recitals.
 - 2.1 Edgewood and Fife (collectively, “the parties”) each own and maintain a municipal campus including a City Hall building and City Council Chambers.
 - 2.2 The parties acknowledge that due to their close proximity, each City is in a good position to aid the other City in the event of an emergency, including availing each City’s office and meeting spaces for temporary use by the other City.
 - 2.3 The parties enter this Agreement in consideration of the mutual covenants and promises set forth in this Agreement, the mutual benefits derived from each, and the exercise of authority granted by Chapter 39.34 RCW.

3. Emergency Space Sharing
 - 3.1 In the event of an emergency requiring evacuation of Fife City Hall, but not the evacuation of Edgewood City Hall, Edgewood shall provide office space at Edgewood City Hall for key Fife employees and the Fife City Council to operate temporarily for the duration of the emergency. The amount and precise location of the space provided under this section shall be determined in Edgewood’s sole discretion.
 - 3.2 In the event of an emergency requiring evacuation of Edgewood City Hall, but not the evacuation of Fife City Hall, Fife shall provide office space at Fife City Hall for key Edgewood employees and the Edgewood City Council to operate temporarily for the duration of the emergency. The amount and precise location of the space provided under this section shall be determined in Fife’s sole discretion.

4. Agreement Duration
 - 4.1 This Agreement shall commence on the Agreement Date and shall continue until December 31, 2017, unless terminated earlier by either party in accordance with the provisions set forth in paragraph 4.2.
 - 4.2 This Agreement may be terminated by either party, for any reason, with sixty (60) days written notice to the other party.

4.3 This Agreement may be extended beyond the December 31, 2017 end date by the mutual written agreement of the parties.

5. Indemnity and Hold Harmless

5.1 Edgewood agrees to indemnify and hold Fife, its elected officials, officers, employees, agents and volunteers harmless from any claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including without limitation their respective agents, licensees, invitees, or representatives, arising from, resulting from, or connected with Edgewood's use of Fife's property hereunder, or Edgewood's breach of this Agreement, except to the extent caused by the negligent acts, errors, or omissions of Fife.

5.2 Fife agrees to indemnify and hold Edgewood, its elected officials, officers, employees, agents and volunteers harmless from any claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including without limitation their respective agents, licensees, invitees, or representatives, arising from, resulting from, or connected with Fife's use of Edgewood's property hereunder, or Fife's breach of this Agreement, except to the extent caused by the negligent acts, errors, or omissions of Edgewood.

5.3 In the event of a claim, loss, or liability based upon the alleged concurrent or joint negligence of the parties, the parties shall bear their respective liability, including cost, in accordance with their respective liability established in accordance with the laws of the State of Washington

FOR PURPOSES OF INDEMNIFICATION ONLY, THE PARTIES, BY MUTUAL NEGOTIATION, HEREBY WAIVE, AS RESPECTS THE OTHER PARTY ONLY, ANY IMMUNITY THAT WOULD OTHERWISE BE AVAILABLE AGAINST SUCH CLAIMS UNDER THE INDUSTRIAL INSURANCE PROVISIONS OF TITLE 51 RCW.

5.4 The provisions of this section shall survive the expiration or termination of this Agreement with respect to acts and omissions occurring during the term hereof.

6. Notices

6.1 All notices required by this Agreement shall be considered properly delivered when personally delivered, or when successfully transmitted by facsimile showing date and time of transmittal, or upon receipt of any notice sent by U.S. mail, or other carrier service to:

Fife: David K. Zabell, City Manager
City of Fife
5411 23rd St. East
Fife, Washington 98424
FAX: 253-922-5355

With a copy to: Loren D. Combs

VSI Law Group, PLLC
3600 Port of Tacoma Rd., Suite 311
Fife, Washington 98424
FAX: 253-922-5848

Edgewood: Mark Bauer, City Manager
2224 104th Avenue East
Edgewood, WA 98372
FAX: 253-952-3537

With a copy to: Zach Lell
Ogden Murphy Wallace PLLC
1601 5th Ave Ste 2100
Seattle, WA 98101-1686
Fax: 206-447-0215

6.2 Either party may change its contact information by sending its new contact information to the other party in the same manner as is provided for sending the other party notice under the provisions of paragraph 6.1.

7. Insurance

7.1 Each party to this Agreement shall maintain insurance at least equivalent to the minimum coverage provided through WCIA or AWC insurance pools. Such coverage shall be maintained during the entire term of this Agreement and all extensions thereto.

8. Miscellaneous Provisions

8.1 This Agreement does not create any separate legal or administrative entity to which any power is delegated by the parties.

8.2 The rights, duties and obligations of either party to this Agreement shall not be assignable.

8.3 The Agreement administration shall be the responsibility of the Edgewood City Manager, for Edgewood, and the Fife City Manager, or his designee, for Fife. The parties will cooperatively work together to further the intent and purpose of this Agreement.

8.4 No personal or real property shall be acquired jointly by the parties.

8.5 Prior to its entry into force, this Agreement shall be filed with the county auditor or, alternatively, listed by subject on each City's web site or other electronically retrievable public source.

8.6 Should any clause, phrase, 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.

8.7 Failure of either party to exercise any rights or remedies under this Agreement shall not be a waiver of any obligation by either party and shall not prevent either party from pursuing that right at any future time.

8.8 This is the entire agreement between the parties. Any prior understanding, written or oral, shall not be deemed merged with its provisions. This Agreement shall not be amended except in writing, signed by both parties.

9. Signature Authority

9.1 The Fife City Manager was authorized to execute this Agreement by resolution of the City Council as adopted on the 11th day of Nov 2012 at a regularly scheduled Council meeting.

9.2 The Edgewood City Manager was authorized to execute this Agreement by resolution of the City Council as unanimously adopted on the 23rd day of Oct 2012 at a regularly scheduled Council meeting.

10. Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Washington. The venue for any action arising out of this Agreement shall be the Superior Court for Pierce County, Washington. The substantially prevailing party in any such action shall be entitled to an award of its reasonable attorneys' fees.

11. No Third-Party Beneficiary Created.

This Agreement is executed for the sole and exclusive benefit of the signatory parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party, nor shall any provision herein give any third party any right of action against any party hereto.

CITY OF EDGEWOOD

CITY OF FIFE

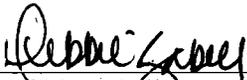
By: Mark Bauer
Mark Bauer
City Manager

By: David Zabell
David Zabell
Acting City Manager

Date: 11/28/12

Date: 11/20/2012

Attest:

By: 
Debbie Zabell
City Clerk

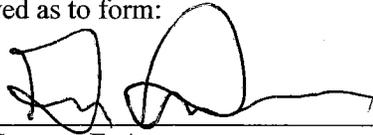
Attest:

By: 
Carol Etgen
City Clerk

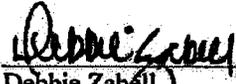
Approved as to form:

By: _____
Zach Lell
City Attorney

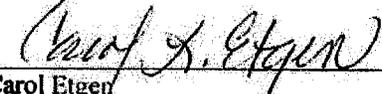
Approved as to form:

By: 
Gregory F. Amann
Assistant City Attorney

Attest:

By: 
Debbie Zabell
City Clerk

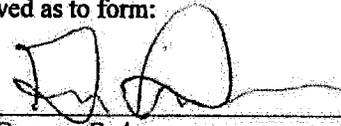
Attest:

By: 
Carol Etgen
City Clerk

Approved as to form:

By: 
Zach Lell
City Attorney

Approved as to form:

By: 
Gregory F. Amann
Assistant City Attorney