

AGREEMENT BETWEEN THE CITY OF FIFE
AND THE PORT OF TACOMA
REGARDING EMERGENCY PREPAREDNESS: SCIENCE & FAMILY FUN FAIR

This Agreement ("AGREEMENT") is entered into this ⁴⁰5 day of November, 2019 by and between the City of Fife, a municipal jurisdiction of the State of Washington (hereinafter the "City"), and the **PORT OF TACOMA**, a Washington public port district (the "Port"), (collectively "Parties") in consideration of the mutual covenants contained herein. The Parties hereby recite and agree as follows:

RECITALS

1. The Port is charged by state statute with a mission of furthering economic development. To that end, the Port has adopted a Local Economic Development Policy by which the Port administers its monetary support of economic projects sponsored by local public agencies in Pierce County.
2. The City of Fife's Emergency Preparedness: Science & Family Fun Fair ("Project") is a new, regional event that will highlight the unique and sometimes dangerous geology of our region. The purpose of this event is to teach attendees from throughout Western Washington about flood patterns, evacuation routes and emergency preparedness in an informational and engaging manner.
3. The City requested and the Port agrees to provide an investment of \$5,000 made payable conditioned upon proof of Project expenditures, expressly as specified herein.
5. The Port finds the requested contribution meets the Port's Local Economic Development Policy criteria as follows:
 - a. Planning activities or events promoting tourism intended to attract tourists to Pierce County from outside locations.

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, and in consideration of the mutual benefits and covenants described herein, the Parties agree as follows:

1. SCOPE OF WORK.

The City of Fife's Emergency Preparedness: Science & Family Fun Fair consists of the following:

- A new, regional event that highlights the unique and sometimes dangerous geology of Pierce County. The event will juxtapose fun, educational activities with real-life scenarios that could play out if Washington experienced a major disaster, such as a volcanic eruption, lahar or earthquake. The purpose of the event is to educate participants about flood patterns, evacuation routes, emergency preparedness and more through obstacle courses, bubbles and informational booths. The goal of the event is to grow annually and attract tourists and visitors from outside Pierce County.
- All as described in the City's Application, as attached hereto as **Attachment A**.

2. PORT'S CONDITIONAL AGREEMENT TO CONTRIBUTE FUNDS.

Subject to the terms herein, the Port agrees to contribute to the City of Fife's Emergency Preparedness Fair an amount not to exceed \$5,000. Conditions of the Port's funding are as follows:

If the Project costs are higher than projected, the City will assume any excess Project costs.

The Port's annual Project contribution shall be allocated and is identified in the Port's 2019 budget.

The Port's distribution of funds is contingent on the City obtaining full committed funding by May 30, 2020 for the complete Project scope and the contents of this AGREEMENT remain unchanged.

The Port will receive brand/logo recognition on all marketing materials of the event, as well as a booth.

Port payments up to the not to exceed amount will be made pursuant to this signed agreement, and within 45 days of the City's submittal of written proof to the Port that the City has paid a minimum of \$10,000 in Project expenditures.

3. TIMEFRAME/PROJECT SCHEDULE.

The event is planned for Late Spring 2020.

4. CITY'S PROJECT FINANCIAL SUMMARY.

Total Project Cost: \$35,000

Source of Funds (other than the Port): City of Fife \$20,000

Sponsorships \$10,000

5. ABANDONMENT. If the Project is abandoned, then this AGREEMENT shall be of no further force or effect.

6. ASSIGNMENT. Neither Party to this AGREEMENT shall have the right to convey, assign, apportion or otherwise transfer any and all of its rights, obligations, conditions and interests under this AGREEMENT, without the prior written approval of the other.

7. THIRD PARTY BENEFICIARIES. This AGREEMENT is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right or cause of action based upon any provisions of this AGREEMENT.

8. **EQUAL DRAFTING.** This AGREEMENT has been reviewed and revised by legal counsel for both parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this AGREEMENT.

9. **SEVERABILITY.** If any provisions of this AGREEMENT are determined to be unenforceable or invalid pursuant to a final decree or judgment by a court of law with jurisdiction, then the remainder of this AGREEMENT not decreed or adjudged unenforceable or invalid shall remain unaffected and in full force and effect to the extent that the primary purpose of this AGREEMENT can be preserved.

10. **MODIFICATION.** This AGREEMENT may not be modified except by mutual agreement reduced to writing in a formal amendment hereto and approved by each Party's governing body.

11. **TERMINATION.** This AGREEMENT shall terminate upon completion by both Parties of their respective obligations hereunder, or on December 31, 2020 unless terminated earlier.

12. **GOVERNING LAW.** This AGREEMENT shall be governed exclusively by the laws of the State of Washington both as to interpretation and performance without recourse to any principles of Conflicts of Laws. Any action at law, suit in equity or judicial proceeding for the endorsement of this AGREEMENT or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Pierce County, Washington

13. **NOTICES.** All notices given pursuant to this AGREEMENT shall be deemed delivered to the respective party on the date that it is personally delivered to the address(es) set forth below, or on the date that it is successfully sent by email transmission to the email addresses set forth below:

City of Fife
5411 23rd Street E.
Fife, WA 98424
Attn: Hyun Kim, City Manager
Email: hkim@cityoffife.org

Port of Tacoma
P.O. Box 1837
Tacoma, WA 98401
Attn: Evette Mason, Gov. Affairs Mgr.
Email: emason@portoftacoma.com

14. **ENTIRE AGREEMENT.** This AGREEMENT constitutes the entire agreement of the parties, supersedes all previous oral or written understandings, and incorporates all prior discussions and agreements pertaining to this subject matter. The Parties participated equally in any negotiations and the process leading to execution of this AGREEMENT. If a dispute should arise with regard to the meaning or interpretation of any provision hereof, there shall be no presumption of draftsmanship as to such provision.

15. LEGAL RELATIONS.

A. Independent Governments. The Parties hereto are independent governmental entities and nothing herein shall be construed to limit the independent government powers, authority or discretion of the governing bodies of each Party. It is understood and agreed that this AGREEMENT is solely for the benefit of the Parties hereto and gives no right to any other party.

No joint venture or partnership is formed as a result of this AGREEMENT. No employees or agents of any Party shall be deemed, or represent themselves to be, employees of any of the other Party.

B. Legal obligations. This AGREEMENT does not relieve either Party of any obligation or responsibility imposed upon it by law.

C. Timely Performance. The requirements of this AGREEMENT shall be carried out in a timely manner according to a schedule negotiated by and satisfactory to the Parties.

D. Recording. A copy of this AGREEMENT shall be recorded in the Office of the Pierce County Auditor in accordance with RCW 39.34, or shall be posted to each Parties' web site.

16. RECORDS AND AUDIT. During the term of this AGREEMENT, and for a period not less than six (6) years from the date of termination, records and accounts pertaining to the work of this AGREEMENT and accounting therefore shall be kept by each Party and shall be available for inspection and audit by representatives of either Party and any other entity with legal entitlement to review said records. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claims, or audit finding has been resolved, even though such litigation, claim, or audit continues past the six-year (6) retention period. This provision is in addition to and is not intended to supplant, alter or amend records retention requirements established by applicable state and federal laws.

17. LIMITS OF FINANCIAL OBLIGATIONS/PROPERTY OWNERSHIP. Except as provided above, each Party shall finance its own conduct of responsibilities under this AGREEMENT. No ownership of property will transfer as a result of this AGREEMENT.

18. INDEMNIFICATION AND HOLD HARMLESS.

A. The City releases the Port from, and shall defend, indemnify, and hold the Port and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of the City and/or its agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the City's performance of its obligations under this AGREEMENT, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the Port or its agents, employees, and/or officers.

B. The City shall defend, indemnify, and hold the Port and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of any third parties and/or their agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the City's performance of its obligations under this AGREEMENT, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the Port or its agents, employees, and/or officers.

C. The Port releases the City from, and shall defend, indemnify, and hold the City and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of the Port and/or its agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the Port's performance of its obligations under this AGREEMENT, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the City or its agents, employees, and/or officers.

D. The Port shall defend, indemnify, and hold the City and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of any third parties and/or their agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the Port's performance of its obligations under this AGREEMENT, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the City or its agents, employees, and/or officers.

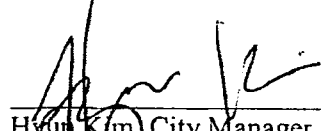
E. Each Party specifically assumes liability for actions brought by its own employees against the other Party and for that purpose each Party specifically waives, as respects the other parties only, any immunity under the Worker's Compensation Act, RCW Title 51.

F. The Parties recognizes that this waiver was the subject of mutual negotiation. In the event any Party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this AGREEMENT against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.

G. No liability shall attach to any of the Parties by reason of entering into this AGREEMENT except as expressly provided herein.


H. The provisions of this Article shall survive any termination or expiration of this AGREEMENT.

CITY OF FIFE:




Hyun Kim, City Manager
Date: 10/19/19

PORT OF TACOMA:




Eric Johnson, Executive Director
Date: 11-5-19

Approved as to form:



Fife City Attorney



Port Legal Counsel



Local Economic Development Investment Fund Application 2019

The Port of Tacoma dedicates a portion of its revenues toward partnership projects that create economic development benefits - and enhances the community vitality of Pierce County. As a special purpose district governed by state law, investments by the Port of Tacoma must adhere to the legal requirements set forth in Title 53 of the Revised Code of Washington.

Investments shall be limited to county, city, and town government agencies or non-profits in Pierce County and typically will involve the port as a minority investor. The port's allocation to a project will be committed for up to two years and payable on a reimbursement basis. Investment focus and priorities include:

- a. Road and freight rail infrastructure projects that create long-term jobs
- b. Marine tourism infrastructure projects intended to attract tourists to Pierce County from outside locations.
- c. Planning activities or events promoting

international trade or

- d. Planning activities or events promoting tourism intended to attract tourists to Pierce County from outside locations.

Activities or events may not be religious in nature. A project may only receive funds for a maximum of three consecutive years. An investment by The Port of Tacoma in one year to an organization or project does not constitute an obligation for future investments.

If your project is found to be within the port's statutory authority and policy guidelines, your application will be considered during the port's annual review process.

Municipal entities must agree to enter into an Interlocal Agreement in accordance with § RCW 39.34. For more information about the Port of Tacoma, visit www.portoftacoma.com or call 253.428.8662

APPLICATIONS ARE DUE March 29, 2019

Instructions

- 1. Please fill in this form and print it out. Use the tab key or click to move between fields. Click to mark boxes.
- 2. Answer each question in the space provided.
- 3. Attach the required documents.

- 4. Sign and date the application.
- 5. Send completed application to:
Leslie Barstow, Manager, Community Relations, Port of Tacoma
PO Box 1837
Tacoma, WA 98401-1837,
or e-mail to community@portoftacoma.com

Applicant Information

Organization

(1 of 2) Science + Family Fun Fair

Name City of Fife			
Address 5411 23rd St E			
City Fife	County Pierce	State/Province WA	Zip/Postal Code 98424
Website www.CityofFife.org		Organization Legal Status, ie 501(c)3 or 107(c) 501(c)3	

Port of Tacoma Local Economic Development Investment Fund Application

Organization/Representative/Contact

Name Hyun Kim		Phone 253-896-8603
Title City Manager	E-mail Address hkim@cityoffife.org	

Project Information

Title and Brief Description of Project		
<p>Volcanic Bash: Science & Family Fun Fair The City of Fife is creating a brand new, regional event that will highlight the unique and sometimes dangerous geology of Pierce County. The event will juxtapose fun activities for families with real-life scenarios that could play out if Washington experienced a major disaster, such as a volcanic eruption, lahar or earthquake. The purpose of this event is to find a fun, engaging and educational way to inform our residents and visitors about the unique geology that only Pierce County faces. The event will teach attendees about flood patterns, evacuation routes, emergency preparedness and more through Slip 'N Slides, obstacle course, bubbles, informational booths and themed food, drink and shop vendors. The goal of the event will be to grow annually and attract tourists and visitors from outside Fife by offering an incredibly unique and family-friendly science based event.</p>		
Geographic Area Covered by Project Western Washington	Number of People Served by Project 5,000+	Dates of Project From: To: Spring 2020

Port of Tacoma Local Economic Development Investment Fund Application

Amount Requested from Port of Tacoma \$10,000	Total Project Cost \$35,000	Is this a one-time event or an ongoing effort? Annual
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Funding Sources for this Project

Firm Financial Commitments to Date		Amount
Source		
City of Fife		\$20,000
Other Sources Where Applications Were Submitted		
Source	Amount	Status
TPA	\$5,000	Pending

Port of Tacoma Local Economic Development Investment Fund Application

Purpose: *What will this project accomplish?*

This project will provide an educational and family entertainment event in Western Washington. Our goal is to have families from all over the state attend and learn about the unique geography, inherent dangers and simple emergency preparedness tips that can help save a life.

We will combine these topics into easily digestible displays, handouts, booths and interactive games/obstacle courses. Think about the show "Wipeout" combined with a science fair!

Our funds: *Specifically, how would you use our contribution? When would you want the contribution?*

We will use the Port of Tacoma funds to create marketing materials for pre-promotion and actual display materials. We will also use a portion of the funds to rent obstacle course style equipment.

In-kind: *If the Port does not contribute any money, are there in-kind services that the Port could provide?*

The Port could provide promotion of the event and have a booth.

Port of Tacoma Local Economic Development Investment Fund Application

Referral: *Who suggested that you contact the Port for funding on this project?*

Hyun Kim

Need: *Why is this project important to our community? Why should this project be important to the Port?*

This project is vital to the health and survivability of our region, should we experience a major disaster. Currently, too much of our public is apathetic to the very real dangers sitting in our backyard (Mount Rainier, earthquakes, tsunamis). We hope this event will bridge the gap between an unthinkable, catastrophic event and an actionable emergency plan for families.

Approach: *How do you plan to implement this project?*

As the first annual event approaches in Spring of 2020, we will work to market the event to potential vendors, secure funding and begin building the materials and layout of the event. Much work will take place to create physical metaphors and kid-friendly explanations of disasters and how to mitigate them.

Support: *What kind of local support is there for the project?*

We are still in the funding stage of the project, but we anticipate much support for this incredibly unique event.

Port of Tacoma Local Economic Development Investment Fund Application

Coordination: *Who else in your community is working on this issue? How do you coordinate with them?*

Many organizations, from yours to the State Department of Emergency Management, carry emergency preparedness plans and do outreach to local citizens. We will ask for their help, materials and booth assistance to create one unified event.

Future Support: *How will this project be financed in the future?*

We anticipate seeking financial assistance from grants and tourism entities until this program is sustainable through corporate sponsorships.

Port of Tacoma Local Economic Development Investment Fund Application

Deliverables: *What will the Port receive for their financial +/- in-kind partnership? What happens to our funds if the event does not occur?*

The Port will receive brand/logo recognition on all marketing materials of the event, as well as a booth. If the funds are not used on the event, they will not be requested.

Evaluation: *How will the success of the project be measured?*

Success of the event will be measured by attendance, year over year.

Additional Information


Does this organization have a formal policy of compliance with equal employment opportunity and affirmative action laws and regulations?

Yes
 No

Please attach each of the following to the completed application

- Project budget (if relevant)
- List of current board members/officers

Signature

Signature: 
Print Name Here: Hyun Kim

Date

3/24/2019

APPLICATIONS ARE DUE NO LATER THAN March 29, 2019