

**INTERLOCAL AGREEMENT FOR RESILIENCE HUB ASSESSMENT & IMPLEMENTATION
PLAN SERVICES**

BETWEEN

CITY OF SEATTLE

AND

CITY OF TACOMA

THIS INTERLOCAL AGREEMENT FOR SERVICES (Agreement) is entered into this ____ day of _____, 2023, by and between **CITY OF SEATTLE** (herein referred to as "SEATTLE") and the undersigned, **CITY OF TACOMA** (herein referred to as "TACOMA").

WHEREAS, the City of Tacoma is a municipal corporation operating under the laws of the state of Washington as a First Class City and has authority pursuant to the Interlocal Cooperation Act (RCW Ch. 39.34) to enter into contracts with other public agencies to perform any government service authorized by law, and

WHEREAS, TACOMA has identified the need to coordinate with partner agencies to expand public access to cooling, warming and clean air shelters and resilience hubs within every neighborhood in its updated Climate Action Plan and Climate Adaptation Strategy; and SEATTLE already has initiated a similar project with a dedicated project manager who can expand the scope of work to include Tacoma needs and goals;

WHEREAS, the City of Seattle is a municipal corporation operating under the laws of the state of Washington as a First Class City and has authority pursuant to the Interlocal Cooperation Act (RCW Ch. 39.34) to enter into contracts with other public agencies to perform any government service authorized by law, and for purposes of the Interlocal Cooperation Act and is authorized to provide the services described herein;

WHEREAS, SEATTLE has secured a Regional Catastrophic Preparedness Grant through Federal Emergency Management Agency (FEMA) to develop strategies for updating the built environment for the new climate, including extreme weather events, in a way that is mindful of our communities' resources and needs, and with a project outcome of increased resiliency to climate change in the region's highest SVI census tracts, including Pierce County and Tacoma;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between SEATTLE and the TACOMA as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to create a framework of collaboration between TACOMA and SEATTLE that works to merge funding for the purposes of piloting community resilience hubs. The Agreement outlines the roles, responsibilities, and expectations of both TACOMA and SEATTLE, as well as the timeline and budget for the project.

SECTION 2. SCOPE OF WORK/SERVICES. The scope of this Agreement is limited to the piloting of community resilience hubs in the specific geographic area that is identified in the Agreement. The Agreement outlines the goals, objectives, and outcomes of the pilot project and how they will be evaluated. It also outlines the roles and responsibilities of TACOMA and SEATTLE and the budget for

the project. The partnership between TACOMA and SEATTLE is a multi-faceted and comprehensive program that will help build better, more resilient communities and provide project management, coordination, and outreach efforts for TACOMA. Pierce County partners to be engaged in the SEATTLE project, include: Pierce County Emergency Management, Pierce County Sustainability Office and Tacoma-Pierce County Health Department. The program will focus on strengthening the community's ability to prepare for, respond to, and recover from disasters and other significant events. This includes developing a comprehensive plan to assess risk and vulnerabilities, identify resources, and develop strategies to reduce risks and improve overall community resilience. The City of Tacoma's Office of Environmental Policy and Sustainability and Department of Emergency Management will also collaborate with regional Puget Sound jurisdictions to create a shared understanding of the risks and vulnerabilities faced by each jurisdiction, as well as opportunities for collaboration to increase the resilience of all communities in the region. Additionally, the program will provide educational resources and training to help individuals, families, businesses, and organizations understand their roles in supporting and strengthening community resilience. The Resilience Hub pilot will support these efforts by providing a platform for coordination, communication, and collaboration between TACOMA, SEATTLE, and other regional Puget Sound jurisdictions. SEATTLE agrees to provide resilience hub assessment and implementation planning services more specifically described in **Exhibit A**, attached hereto, and incorporated herein (Scope of Services).

SECTION 3. ROLES AND RESPONSIBILITIES.

City of Seattle Role

- Serve as overall project manager;
- Manage project budget;
- Contract with consultant/s, as needed;
- Subcontract with Community Based Organizations (CBOs);
- Identify priority census tracts/community areas;
- Support/participate in outreach as culturally appropriate;
- Support incorporation of needs/assumptions around resilience hubs into jurisdictional plans;
- Work with jurisdictions in region to identify local community organizations in eligible neighborhoods as potential partners;
- Grant reporting and contractor/community organization oversight;
- Work with community organizations to produce workshop findings around potential resilience hub sites, community assets and priority needs;
- Convene/facilitate meetings of RCPT Planning Team as needed, according to charter;
- Review existing literature on Resilience Hubs to ensure we are not duplicating efforts, but building out guidance specific to regional hazards and vulnerabilities.

City of Tacoma Role

- Participate in Regional Catastrophic Planning Team (RCPT);
- Help identify and prioritize eligible Tacoma neighborhoods for outreach;
- Leverage existing City of Tacoma experience/contacts for "in-language" focus group works;
- Help identify and select local Community Based Organizations (CBOs) as outreach partners;
- Support/participate in outreach within jurisdiction as appropriate;
- Provide feedback and input on draft guidance materials;
- Support incorporation of needs/assumptions around resilience hubs into local plans;

- Assist in identifying optimal resilience hub sites within the City and their feasibility with internal/external partners and ability to support community needs;
- Outline a spectrum of resilience hubs from districts, buildings, gathering spaces, to temporary resilience strategies;
- Collaborate among city departments to create connections with existing City of Tacoma efforts and develop a guide for including resilience strategies.

SECTION 4. COMPENSATION AND PAYMENT. Tacoma shall compensate Seattle for all services and deliverables performed under this Contract a lump sum amount of \$100,000 payable in four equal installments, with the final payment being due and payable upon completion of the scope of work as set forth in Exhibit A, and the first three invoices being submitted on a quarterly basis. Seattle shall submit necessary and appropriate documentation, as determined by Tacoma, for all invoiced services and deliverables. For transactions conducted in SAP Ariba, invoices shall be submitted directly through Ariba. For invoices paid by ACH or by check, unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number or other identifying number listed in the subject line to accountspayable@cityoftacoma.org.

Payment shall be made through the CITY’S ordinary payment process and shall be considered timely if made within 30 days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. The CITY may withhold payment to Seattle for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.

SECTION 5. TERM. This Agreement shall remain in full force and effect from the Effective Date until midnight December 31, 2024, and can be renewed for one (1) one (1) year term. This Agreement shall be effective upon execution by all parties and filing of a fully executed copy hereof with the Office of the Pierce County Auditor, or in the alternative, listed by subject on TACOMA’s or SEATTLE’s web site or other electronically retrievable public source.

SECTION 6. INDEMNIFICATION AND HOLD HARMLESS. SEATTLE shall defend, indemnify, and hold harmless TACOMA, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, to the extent resulting from or arising out of, the acts or omissions of SEATTLE, its officers, employees, or agents associated with this Agreement; provided that, this provision shall not apply to the extent that damage or injury results from the fault of TACOMA, or its officers, agents, or employees. The term “fault” as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended. SEATTLE specifically assumes potential liability for actions brought by SEATTLE’s own employees against TACOMA and, solely for the purpose of this indemnification and defense, SEATTLE specifically waives any immunity under the state industrial insurance law, Title 51 RCW. SEATTLE RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

TACOMA shall defend, indemnify and save harmless SEATTLE, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, to the extent resulting from or arising out of, the acts or omissions of TACOMA, its officers, employees or agents associated with this Agreement; this provision shall not apply to the extent that damage or injury results from the fault of SEATTLE, or its officers, agents, or employees. The term “fault” as used herein shall have the same meaning as set forth

in RCW 4.22.015, as that statute may hereafter be amended. TACOMA specifically assumes potential liability for actions brought by TACOMA's own employees against SEATTLE and, solely for the purpose of this indemnification and defense, TACOMA specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CITY RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

SECTION 7. NO THIRD-PARTY BENEFICIARY. SEATTLE does not intend by this Agreement to assume any contractual obligations to anyone other than TACOMA, and TACOMA does not intend by this Agreement to assume any contractual obligations to anyone other than SEATTLE. SEATTLE and TACOMA do not intend that there be any third-party beneficiary to this Agreement.

SECTION 8. NON-DISCRIMINATION. SEATTLE and TACOMA certify that they are Equal Opportunity Employers.

SECTION 9. ASSIGNMENT. Except as otherwise provided in this Agreement either SEATTLE nor TACOMA 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.

SECTION 10. NOTICE. Any formal notice or communication to be given by SEATTLE to TACOMA under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

City of Tacoma
Center for Urban Waters
326 E D St.
Tacoma, WA 98421
Attention: James Parvey, Chief Sustainability Officer
Beth Jarot, Project Manager

Any formal notice or communication to be given by TACOMA to SEATTLE under this Agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

City of Seattle
Office of Emergency Management
105 5th Avenue South, Suite #300, Seattle, WA 98104
Attention: Curry Mayer, OEM Director
Consuelo Crow, Project Manager

The names and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either TACOMA or SEATTLE giving notice thereof to the other as herein provided.

SECTION 11. CONTRACT ADMINISTRATION AND RIGHT TO AUDIT. Environmental Services, Office of Environmental Policy & Sustainability Division Manager, **James Parvey** or designee, shall have primary responsibility for contract administration and approval of services to be performed by SEATTLE, and shall coordinate all communications between SEATTLE and TACOMA. SEATTLE shall, at such times and in such form as TACOMA may reasonably require, furnish TACOMA with periodic status reports pertaining to the services undertaken pursuant to this Agreement. Upon TACOMA's request, SEATTLE shall make available to TACOMA all accounts, records, and documents related to the Scope of Work for TACOMA's inspection, auditing, or evaluation during normal business hours as reasonably needed by TACOMA to assess performance, compliance, and/or quality assurance under this Agreement.

SECTION 12. WAIVER. No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 13. ENTIRE AGREEMENT. This Agreement contains all of the Agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

SECTION 14. AMENDMENT. Provisions within this Agreement may be amended with the mutual consent of the parties hereto. No additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved, and executed by duly authorized agents of both parties.

SECTION 15. SEVERABILITY. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 16. COUNTERPARTS. This Agreement may be signed in two or more counterparts, which taken together shall constitute the complete agreement between the parties. Signatures to this Agreement by the parties transmitted via electronic mail shall be acceptable and binding.

SECTION 17. CHOICE OF LAW. This Agreement shall be governed by, construed, and enforced in accordance with the laws and regulations of the United States, the State of Washington, and the ordinances of Pierce and King Counties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates set forth below to be effective upon the Effective Date:

CITY OF TACOMA:

CITY OF SEATTLE:

City Manager

Title: _____

Date: _____

Date: _____

Michael P. Slevin, III, P.E. Date
Environmental Services Director

Assistant Attorney General Date
(as to form only)

Deputy City Attorney Date
(as to form only)

Finance Director Date

Attest:

City Clerk

Date

EXHIBIT A

Scope of Work and Project Budget

Tacoma Resilience Hub Assessment and Implementation Plan

This Scope of Work is consistent with the Seattle Regional Resilience Hubs/Regional Catastrophic Preparedness Grant funded through FEMA and coordinated by the City of Seattle, Office of Emergency Management and supports action items in the Tacoma Climate Action Plan.

Task 1 - Planning:

Community workshops attended by Tacoma residents from four (4) targeted census tracts or designated community areas will be planned and facilitated by the project manager and consultant/s to:

- Gain direct community input on Resilience Hub planning in Tacoma;
- Identify potential resilience hub sites, including both government owned and community-owned spaces;
- Assess site/space feasibility;
- Identify and prioritize community assets for response to small and large disasters, including extreme weather events;
- Develop guidance materials and templates to allow replication of the process elsewhere:
 - Needed equipment and supplies;
 - Training, exercise, and evaluation components needed to build and sustain capability;
 - Identification of best practices to facilitate rapid response assessment of community vulnerabilities during an extreme heat event.

Task 2 - Organization:

This project will subcontract out to one or more community-based organizations (CBOs) for true grassroots engagement four or more Tacoma census tracts/community areas. CBOs will conduct pre-workshop neighborhood outreach, such as: conducting neighborhood surveys, attending community meetings/gathering places, facilitating neighborhood and population-focused listening sessions, and/or meeting with community leaders.

Task 3 - Training:

Training activities will be led by the project manager and consultants and include informing the community on hazards and providing disaster skills trainings concurrent with outreach activities. Existing and potential resilience hub staff and volunteers will be a target audience of the training.

DELIVERABLES

- Four (4) community workshops in vulnerable communities.
- Resilience Hub guidance documents and templates.
- Report detailing Tacoma outreach efforts by CBOs.
- Recommendations/report with Tacoma-specific section that includes: 1) a detailed summary of Tacoma related work (number of workshops; survey summaries, CBOs subcontracted, community input, etc.); 2) local resilience hub site/space list prioritized by location and criteria based on community input; 3) suggested implementation pathways for establishing resilience hubs in Tacoma; 4) training schedule and strategy for community partners; and 5) benefit-cost

analysis for two to three site specific priority projects (to support future FEMA funding opportunities).

PROJECT BUDGET

Task 1 – Planning

Includes project management and consultant fees to plan and conduct community workshops in four (4) targeted Tacoma community areas.

- Plan and conduct workshops - \$6,000/each
- Analyze data and develop workshop findings around potential resilience hub sites, community assets and priority needs - \$5,000/each

Hosting four (4) community workshops @ \$11,000/each

Total = \$44,000

Task 2 - Organizing

Costs paid for project manager related to project design, oversight, monitoring and contract oversight with consultant and CBO/s - \$7,000

Costs paid to up to two (2) CBOs to lead/facilitate the following activities in up to our (4) community areas:

- Hosting focus groups - \$1,500
- Participating in community-led meetings - \$1,000
- Conducting community outreach and surveys - \$4,000
- Outreach supplies: \$250

Four community areas @\$6,750/each for subtotal of \$27,000.

Total = \$34,000

Task 3 – Training

Training costs cover the following:

- Project manager/consultant planning and delivery for outreach - \$4,000/each
- Materials/supplies - \$250/each
- Project manager support and coordination for training - \$1,250/each

\$5,500 total cost per community area

Four community areas @ \$5,500 each = \$22,000

Total = \$22,000

PROJECT TOTAL = \$100,000