

MEMORANDUM OF UNDERSTANDING REGARDING COOPERATION AND COST SHARING FOR MULTILINGUAL STREET NAME SIGNS PROJECT

THIS MEMORANDUM OF UNDERSTANDING REGARDING PROJECT COOPERATION AND COST SHARING FOR HONORARY STREET NAME SIGN CONSTRUCTION (this "MOU") is entered into by the Puyallup Tribe of Indians, a federally recognized tribal nation (the "Tribe"), and the City of Tacoma, a Washington state charter city (the "City").

WHEREAS the City is responsible for maintenance of right-of-way within the municipal boundaries of the City of Tacoma, and

WHEREAS the Tribe receives Federal funds specifically for the maintenance of roads that serve the Puyallup Indian reservation, and

WHEREAS the Tribe and the City both recognize and acknowledge opportunities exist for cooperation in street work within the City limits in and around Tribe facilities and tribal residential areas, and

WHEREAS within overlapping areas of interest within the City, the City and the Tribe have identified a desire to install multilingual street name signs on City streets with funding from the Tribe, approximately 170 signs at 61 locations, costing \$161,146.83 including labor, as set forth herein, which will add the street name in the Lushootseed language, and

WHEREAS the Tribe and the City now seek to memorialize the terms and conditions under which they will cooperatively work to complete the signing of the right-of-way areas designated herein;

NOW THEREFORE, the parties hereby agree as follows:

1. The above recitals are hereby incorporated into the body of this MOU as an integral part hereof.
2. The parties agree and acknowledge that the scope and estimated cost of the project agreed to be subject to this MOU is as described in Exhibit A as attached hereto and incorporated herein by this reference.
3. The City has developed the project cost estimate set forth in Exhibit A. This cost estimate includes a contingency reserve for unforeseen costs associated with the scope of each project. The parties agree and acknowledge that the contingency reserve set for this project is not to be used for increased scope, design, or additional requirements, but rather to be used solely for contingencies incurred as a result of performing the scope of work agreed upon herein at the time of execution of this MOU.
4. The City agrees to complete the project either (a) by using its own personnel, (b) by contracting for performance of the work, or (c) through of combination of both of the foregoing.

5. The City will use all commercially reasonable efforts to manage costs on the projects to keep within the attached cost estimates.

6. The Tribe agrees to pay/reimburse the City for the full cost of completing the project as set forth herein. The costs estimate notwithstanding, the Tribe acknowledges that cost overruns can occur due to unforeseen circumstances and, in some cases, the need for dispute resolution in the case of performance by third party contractors. Before undertaking any work that would entail a cost increase of more than 10k over initial cost estimate contained in Exhibit A, the City will first obtain review and approval from the Puyallup Tribal Council.

7. The City shall invoice the Tribe for work completed monthly. The Tribe shall pay such invoices within thirty (30) days of receipt.

8. The parties recognize that this MOU is subject to the approval of the appropriate respective authorities of City and the Tribe.

9. This MOU shall be effective upon full execution by the signatories below.

Dated this 20th of March, 2024

CITY OF TACOMA

DocuSigned by:

Kurtis Kingsolver 03/29/2024
Kurtis Kingsolver (Date)
Assistant City Manager

DocuSigned by:

Ramiro Chavez 03/27/2024
Ramiro A. Chavez, P.E. PgMP (Date)
PW Director/City Engineer

DocuSigned by:

Andy Cherullo 03/27/2024
Andy Cherullo, Finance Director (Date)

DocuSigned by:

Steve Victor 03/27/2024
Steve Victor, Deputy City Attorney

Attest: [Signature] 03/29/2024
City Clerk

THE PUYALLUP INDIAN TRIBE

By Bill Sterud 3-22-2024
Bill Sterud, Chairman (Date)
Puyallup Tribal Council

Andrew Strobel 3-22-2024
Andrew Strobel (Date)
Tribal

Lois Boome 3-22-2024
Approved as to Form (Tribe): (Date)
Lois Boome, Tribal Law Office

Exhibit A



Public Works - Transportation Division

Project Cost Estimate - to Contract Out Services

Project: PTOI Honorary Street Name Signs

Location: PTOI Tribal Areas generally between Portland Ave/Grandview & E 28th/Fairbanks

Projected Start Date: February 2024

Prepared For: Josh Diekmann

Rae Bailey (basis) /

Projected End Date: July 2024

Prepared By: Brennan Kidd (mod)

Project Scope

Replace pre-identified street names signs (SNS), and associated Stop signs, along publicly maintained roadways/intersections in a certain area of PTOI tribal land with new standard signs (Stop and SNS) and supplementing honorary street name signs displaying native language names assigned to the roadways (not direct translations).

Project Risks and Assumptions

This version of the estimate is for comparison with what effort/cost would be incurred using a private contractor vs City forces.

Projected Expenses

Material, Labor & Equipment	Quantity	Unit Price	Estimated Cost
Posts and Associated Hardware	83	\$ 409.90	\$ 34,021.70
Stop Signs (when on subject post)	61	\$ 253.30	\$ 15,451.30
Std Street Name Signs (SNS)	170	\$ 126.65	\$ 21,530.50
Puyallup Tribe Honorary SNS	170	\$ 189.98	\$ 32,295.75
Total Estimated Material, Labor & Equipment Costs			\$ 103,299.25
Mobilization (20%)			\$ 20,659.85
Temporary Traffic Control (10%)			\$ 10,329.93
Total Estimated Contractor Expenses			\$ 134,289.03
City Staffing/Inspection/Construction Mgmt (20%)			\$ 26,857.81
Total Estimated Project Costs			\$ 161,146.83