

GCB 3151
INTERLOCAL AGREEMENT BETWEEN
WSDOT / CITY OF TACOMA

This INTERLOCAL AGREEMENT (Agreement) is entered into between the Washington State Department of Transportation (WSDOT) and the City of Tacoma (City), individually referred to as the “Party” and collectively referred to as the “Parties.”

RECITALS

- A.** Pursuant to Chapter 39.34 Revised Code of Washington (RCW), Interlocal Cooperation Act, the Parties desire to enter into an agreement with one another in order to fund the Tacoma to Puyallup Regional Trail Connection Route Analysis Study (PROJECT) in association with WSDOT’s Puget Sound Gateway Program (PROGRAM).
- B.** In an effort to promote safe travel between downtown Tacoma and downtown Puyallup, a coalition of local leaders known as the Tacoma to Puyallup Regional Trail Connection Cohort (COHORT), came together in 2018 to promote a corridor between downtown Tacoma and downtown Puyallup for people that would be physically separated from automobile traffic. COHORT members include the Puyallup Tribe of Indians, Pierce County, the City of Tacoma, the City of Puyallup, the City of Fife, Metro Parks Tacoma, and WSDOT.
- C.** As a first step towards completing the Tacoma to Puyallup Regional Trail Connection, the COHORT agreed to develop and execute agreements to participate in and fund a trail route analysis study looking at three (3) potential conceptual alignments (Attachment A).
- D.** The COHORT proposed, and WSDOT agreed, that a Tacoma to Puyallup Regional Trail Connection Risk Analysis Study become a project element under the Puget Sound Gateway Program’s SR 167 Completion Project. The SR 167 Completion Project will build the remaining six (6) miles between SR 161 and SR 509 that will provide two (2) lanes in each direction from Tacoma to Puyallup.
- E.** With that in mind, the City entered into a Local Funding Letter of Understanding (LOU) (Attachment B), executed by members of the COHORT, acknowledging that the City is one of the COHORT members committed to provide funds towards the PROJECT.
- F.** The funding provided by the City will be used to support the hiring of a consulting firm to conduct a feasibility study on the PROJECT. The consulting firm will be managed by WSDOT per mutual agreement by the COHORT,

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Attachments A and B and incorporated and made a part hereof, the Parties agree as follows:

IT IS MUTUALLY AGREED AS FOLLOWS:

1. General

- 1.1 This Agreement quantifies the City's local contribution commitment to be applied towards the PROJECT and defines the roles and responsibilities between the Parties for delivery of the PROJECT.
- 1.2 The PROJECT is envisioned as a several mile corridor for people between downtown Tacoma and downtown Puyallup that is physically separated from motorized traffic and that would accommodate people walking and biking between these two cities. The COHORT, in partnership with the WSDOT and other public entities, are looking to embark on the next phase of the PROJECT by funding a study to assess three potential PROJECT routes (a trail along River Road on the south side of the Puyallup River, Levee Road on the north side of the River, or adjacent to the new SR 167 alignment). This study is funded through a partnership between local jurisdictions and WSDOT.

This Agreement is effective upon the last date of execution of both Parties and will terminate when the feasibility study is completed and accepted by the Parties, This Agreement may be terminated earlier, or extended by agreement of the Parties.

2. WSDOT Responsibilities

- 2.1 WSDOT shall coordinate and seek concurrence from COHORT members on any significant deviations from the proposed feasibility study contemplated during implementation of the PROJECT.

3. Payment

- 3.1 The City agrees to contribute local agency funds in the form of a single payment to the PROJECT in the amount of Thirty Thousand Dollars (\$30,000) to WSDOT.
- 3.2 WSDOT will invoice the City in one (1) payment of Thirty Thousand Dollars (\$30,000).

The City will pay WSDOT through its normal payment process which is typically within thirty (30) days of receipt of WSDOT's invoice.

- 3.3 The City shall not be obligated to contribute local agency matching funds in excess of Thirty Thousand Dollars (\$30,000) for the PROJECT. If WSDOT requests additional funds from the City in the future, a written amendment to this Agreement authorizing a contribution increase must be mutually agreed upon.

4. Contract Administration

- 4.1 The Parties do not by this Agreement create any separate legal or administrative entity. The Secretary of Transportation or his designee and the City of Tacoma designee as noted in Section 8 of this Agreement shall be responsible for working with each other to administer the terms of this Agreement. The Parties do not intend

to jointly own any real or personal property as part of this undertaking. The Parties will cooperatively work together to further the intent and purpose of this Agreement.

5. Dispute Resolution

5.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: The Public Works Director and the Gateway Program Administrator shall conduct a dispute resolution meeting. An attempt at such dispute resolution in compliance with the aforesaid process shall be a prerequisite to elevating this dispute to the Mayor or designee and the WSDOT Secretary of Transportation or designee. Each Party shall be responsible for their own costs and fees associated with any dispute resolution.

6. Indemnification

6.1 To the extent permitted by law, WSDOT and the City shall protect, defend, indemnify, and save harmless each other, their respective officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, Indemnifying Party's negligent acts or omissions. Neither WSDOT nor the City will be required to indemnify, defend, or save harmless each other if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other party. Where such claims, suits, or actions result from concurrent negligence of WSDOT and the City, the indemnity provisions provided herein shall be valid and enforceable only to the extent of WSDOT's or the City's own negligence. WSDOT and the City agree that their respective obligations under this subsection extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, WSDOT and the City, by mutual negotiation, hereby waive, with respect to the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that WSDOT or the City incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing party. This indemnification shall survive the termination of this Agreement.

7. Venue

7.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in Thurston County Superior Court. Further, the Parties agree that each will be solely responsible for payment of their own attorneys' fees, witness fees, and costs.

8. Contacts and Notices

8.1 Contact between the Parties, including but not limited to invoicing, agreement administration, and notices will be directed to the below identified contacts as follows or his/her designee or such other addresses as either Party may, from time to time, designate in writing:

City Project Manager shall be:
Kurtis D. Kingsolver, PE
Public Works Director
Tacoma Municipal Building
747 Market Street, #408
Tacoma, WA 98402
Email: kingsol@ci.tacoma.wa.us

WSDOT Project Manager shall be:
Steve Fuchs, PE
SR 167 Engineering Manager
5720 Capitol Blvd SE
Tumwater, WA 98501
(360) 357-2623
Email: FuchsS@wsdot.wa.gov

9. Amendment

9.1 This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

10. Severability

10.1 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.

11. No Third-Party Beneficiaries

11.1 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.

12. Audits/Records:

12.1 All records for the PROJECT in support of all costs incurred shall be maintained by WSDOT for a period of six (6) years after acceptance as defined in RCW 40.14.060. The City shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should the City require copies of any records, it agrees to pay the costs thereof. The Parties agree that the work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or the federal/state government.

13. Signature Authority

13.1 The City's Public Works Director is authorized to execute this agreement.

14. Recording

14.1 The City will maintain a copy of this Agreement.

15. Working Days

15.1 Working days for this Agreement are defined as Monday through Friday, excluding Washington State furlough days or state holidays pursuant to RCW 1.16.050.

In Witness Whereof, the Parties hereto have executed this Agreement as of the date last written below.

City of Tacoma

Washington State
Department of Transportation

By _____
Kurtis D. Kingsolver, PE
Tacoma Public Works Director

By _____
Craig Stone
Puget Sound Gateway Program
Administrator

Date: _____

Date: _____

Approved as to form

Deputy City Attorney