

**INTERLOCAL AGREEMENT  
BETWEEN  
CITY OF FIRCREST AND THE CITY OF TACOMA  
FOR  
MAINTENANCE OF MEDIAN ISLANDS IN SOUTH 19TH STREET**

**THIS INTERLOCAL AGREEMENT** is made and entered into this day by and between the CITY OF TACOMA ("Tacoma") and the CITY OF FIRCREST ("Fircrest").

**RECITALS**

**WHEREAS**, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), two or more public entities may contract with one another to perform government services which each is by law authorized to perform, and

**WHEREAS**, the cities of Fircrest and Tacoma share a corporate boundary along the center of South 19th Street; and Fircrest and Tacoma desire to make improvements along the shared corporate boundary, including the installation of raised median islands; and

**WHEREAS**, the construction and maintenance of the planned improvements would be more efficiently accomplished by both agencies, the City of Tacoma and the City of Fircrest.

**NOW, THEREFORE**, it is agreed by and between the parties as follows:

1. For the median island at approximately 6300 19th Street in the vicinity of 64th Avenue West and the driveway to Tacoma Community College (TCC) and Tacoma Area Coalition of Individuals with Disabilities (TACID), the City of Tacoma will be responsible for the ongoing maintenance of the landscaping and signage behind the curbing of said median. The City of Tacoma will oversee design and construction of the median. Item A in Exhibit 1.
2. For the median island at approximately 6500 19th Street in the vicinity of the westerly driveway to TCC and at the proposed driveways to Chick-Fil-A (6518, 6520 and 6602 19th Street West), the City of Fircrest will be responsible for the ongoing maintenance of the landscaping and signage behind the curbing of said median. The City of Fircrest will oversee design and construction of the median. Item B in Exhibit 1.
3. Each agency will continue to have the responsibility to maintain all curbing, pavement, and channelization in their respective jurisdictions. Item C in Exhibit 1.
4. The initial design, and any design modifications, must be approved by both agencies.
5. Each agency shall have the right to set up temporary traffic control devices in the neighboring jurisdiction for the purposes of performing the maintenance and repair activities described herein, provided that any traffic restrictions extending more than 100' beyond the limits of the median curbing or that do not retain at least one lane of travel in each direction must be approved by the neighboring jurisdiction in advance.

**Section 1. PURPOSE.** The purpose of this Agreement is to establish maintenance responsibilities for 19th Street South medians between the entrance to the TACID and Mildred Street West.

**Section 2. TERM.** The term of this Agreement shall be indefinite, and this Agreement shall continue from year to year until terminated by notice of termination, in writing, given by one party to the other. Notice of termination must be given sixty (60) days prior to the termination date.

**Section 3. ANNUAL REVIEW.** Tacoma and Fircrest agree to annually review the effectiveness of this Agreement on or about the anniversary date of this Agreement.

**Section 4. AMENDMENTS.** This Agreement may be amended at any time by the mutual written consent of the Cities of Tacoma and Fircrest.

**Section 5. FINANCING.** Each party will bear its own cost of performing under this Agreement.

**Section 6. JOINT BOARD.** There will be no joint board created to administer this Agreement.

**Section 7. PROPERTY.** No property will be acquired or held pursuant to this Agreement.

**Section 8. FILING.** A copy of this Agreement shall be filed with the City Clerks of Fircrest and Tacoma, and the Pierce County Auditor; provided, however, that failure to file shall not affect the validity of this Agreement.

**Section 9. HOLD HARMLESS.** Each party agrees to indemnify, defend, save and hold harmless the other party, its officials, employees, volunteers and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection with or incident to, its own performance of this Agreement, except where damages are caused by or arising out of the negligence, wrongful or willful misconduct of the other party, its elected and appointed officials, officers, employees or agents.

**Section 10. DISPUTE RESOLUTION.** In the event of a dispute between the parties arising out of or relating to this Agreement, the Public Works Director and the City Manager or their designated representatives shall review such dispute and options for resolution. If the dispute cannot be resolved by the Public Works Director and the City Manager, the dispute may be submitted to mediation, and if still not resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**Section 11. NO THIRD PARTY BENEFICIARY.** The parties do not intend for there to be any third-party beneficiary to this Agreement.

**Section 12. GENERAL PROVISIONS.** This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreement shall be effective for any purpose. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

**Section 13. NOTICES.** All notices, demands or requests which may or are required to be given by one party to the other under this Agreement shall be given in writing and hand delivered, or sent by United States registered or certified mail, postage prepaid, return receipt requested, and addressed to the Landlord's address or Tenant's address below, as the case may be. Notices shall be deemed to have been given upon

receipt or attempted delivery when delivery is not accepted. Either party may change its address upon written notice given to the other.


City of Fircrest  
Attn: Public Works Director  
115 Ramsdell Street  
Fircrest, WA 98466

City of Tacoma  
Attn: Public Works Director  
747 Market Street Rm.408  
Tacoma, WA 98402

**Section 14. ENFORCEMENT, INTERPRETATION AND VENUE.** The laws of the State of Washington shall govern the validity, performance, interpretation, and enforcement of this Agreement. Should either party institute arbitration for enforcement or interpretation of any provision contained herein, the venue of such arbitration shall be in Pierce County, Washington.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

**CITY OF TACOMA**

By:   
Elizabeth Pauli, City Manager

**CITY OF FIRCREST**

By:   
Scott Pingel, City Manager

**Attest:**

  
Dawn Serunian 2-4-2019  
City Clerk

**Attest:**

  
Jessica Nappi, City Clerk

**Approved as to form:**

  
Deputy City Attorney

**Approved as to form:**

  
Michael B. Smith, City Attorney



# Exhibit 1 19th Street Medians

1 inch = 80 feet  
**THIS IS NOT A SURVEY**  
 Do not use data found on this map  
 The City of Fircrest assumes no liability  
 for variations ascertained by actual survey  
 For Informational Use Only  
 Map produced: 1/11/2019