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INTERLOCAL AGREEMENT FOR DESIGN OF ORCHARD STREET/LAKEWOOD DRIVE (South 56th Street to South 74th Street)

BETWEEN THE CITY OF TACOMA, THE CITY OF UNIVERSITY PLACE AND THE CITY OF LAKEWOOD

THIS INTERLOCAL AGREEMENT ("Agreement") made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the 9th day of February, 2022, by and between the City of Tacoma, a Washington municipal corporation, herein known as "Tacoma," and the City of University Place, a Washington municipal corporation, herein known as "University Place," and the City of Lakewood, a Washington municipal corporation, herein known as "Lakewood" (collectively referred to herein as the "Parties").

WHEREAS, Orchard Street/Lakewood Drive serves as a major arterial providing vital mobility to Tacoma, University Place and Lakewood; and

WHEREAS, the Parties plan to complete 30% design of the roadway and pedestrian improvements to the S Orchard Street/Lakewood Drive corridor between S 56th Street and S 74th Street with the intent of identifying a phased approach for the remainder of design and identification of right-of-way needs for this project,

WHEREAS, the Parties plan on submitting future joint application(s) for federal or state funding for phased improvements to the S Orchard Street/Lakewood Drive corridor,

WHEREAS, the Parties agree to share design costs with each party responsible for actual design costs in their jurisdiction with Tacoma responsible for design costs for the portion of the project currently owned by Pierce County and planned for annexation by Tacoma in 2021/2022,

WHEREAS, each agency is currently qualified as a Certified Acceptance Agency (CA) under agreement with the Washington State Department of Transportation; and

WHEREAS, Chapter 39.34 of the Revised Code of Washington allows local governments to enter into interlocal agreements to make most efficient use of their powers by enabling them to work with other local jurisdictions on a mutually advantageous basis.

NOW, THEREFORE, pursuant to Chapter 39.34 RW, and in consideration of the mutual benefits and covenants described herein, Tacoma, University Place, and

Lakewood agree to cooperate in the 30% design of S Orchard Street/Lakewood Drive corridor between S 56th Street and S 74th Street as follows:

1. INCORPORATION OF RECITALS

Each of the recitals set forth above is incorporated into this Agreement as though fully set forth herein.

2. PURPOSE AND GOALS

The purpose of this Agreement is to establish roles and responsibilities of each party to this Agreement, including but not limited to administration of the 30% design, billing and payment of design costs, and project administration.

The goals are to: (1) complete 30% design of the improvements to S Orchard Street/Lakewood Drive corridor to include pavement overlay, applicable retaining walls, utility adjustments, curbs, sidewalks, ADA crossing improvements, street lighting , signals, landscaping, and other roadway and pedestrian related amenities; (2) produce plans and a cost estimate that informs future project phasing and grant applications; and (3) to achieve maximum cost savings for the benefit of the public.

3. PROJECT AREA

The project area includes rights of way for improvements on S Orchard Street/Lakewood Drive corridor between S 56th Street in Tacoma and S 74th Street in Lakewood ("Project").

4. ALLOCATION OF FUNDS

Under this Agreement, each Party will be responsible for actual design costs in their jurisdiction with Tacoma responsible for design costs for the portion of the project currently owned by Pierce County and planned for annexation by Tacoma in 2021/2022.

5. TACOMA RESPONSIBILITIES

A. Project Lead. Tacoma shall take the lead role in coordinating the 30% design, including: (1) contract initiation and administration for survey of the project limits; (2) completion of project design to the 30% level; 3) coordination with University Place and Lakewood on Project design elements; (4) phasing recommendations for the corridor final design and construction; (5) preparation of cost estimates for completion of the Project (6) identification of right-of way needs for each jurisdiction; (7) scheduling and coordinating monthly Project team meetings; (8) project management and administration; (9) invoicing University Place and Lakewood for their portions of the Project work.

B. Design. Tacoma shall be responsible for managing and completing 30% design of the proposed improvements within the Project limits.

C. Funding. Tacoma shall fund the cost of the 30% design within Tacoma and the portion of the project currently owned by Pierce County and planned for annexation by Tacoma in 2021/2022.

The estimated cost for 30% preliminary design of the project is \$80,567. Tacoma's estimated cost is \$61,728.69. Exhibit A provides a detailed breakdown of cost for each jurisdiction based on proportionate share of length in each jurisdiction to the overall project length. Actual costs shall be based on the percentages included in Exhibit A for each jurisdiction.

6. UNIVERSITY PLACE RESPONSIBILITIES

A. Assist in Administration. University Place shall assign at least one (1) representative to represent University Place's interests and verify that the Project proceeds in accordance with this Agreement and state and federal requirements. When required and as applicable, University Place's representative(s) shall: (1) participate in Project team meetings; (2) provide written recommendations and comments on the Project design and phasing; 3) coordination with Tacoma and Lakewood on Project design elements; (4) assist with Project success monitoring; (5) manage contract administration for its portion of the Project; and (6) maintain its Project records as required by state and federal auditing requirements and local engineering standards.

B. Design. University Place shall be responsible for the design review and approval of improvements within the City of University Place.

C. Funding. University Place shall fund the cost of the 30% design within the City of University Place.

The estimated cost for 30% preliminary design of the project is \$80,567. University Place's estimated cost is \$10,339.43. Exhibit A provides a detailed breakdown of cost for each jurisdiction based on proportionate share of length in each jurisdiction to the overall project length. Actual costs shall be based on the percentages included in Exhibit A for each jurisdiction.

D. Reimbursement to Tacoma. University Place shall pay to Tacoma all costs incurred by Tacoma during completion of the Project and invoiced to University Place on a monthly basis by Tacoma within thirty (30) days of receipt of an invoice.

E. Notice to Tacoma. University Place shall promptly notify Tacoma of any issues it feels are inconsistent with the design intent or this Agreement. University Place shall work cooperatively with Tacoma to resolve design issues to the mutual satisfaction of both parties if reasonably practicable.

7. LAKEWOOD RESPONSIBILITIES

A. Assist in Administration. Lakewood shall assign at least one (1) representative to represent Lakewood's interests and verify that the Project proceeds in accordance with this Agreement and state and federal requirements. When required and as applicable, Lakewood's representative(s) shall: (1) participate in Project team meetings; (2) provide written recommendations and comments on the Project design and phasing; (3) coordination with University Place and Tacoma on Project design elements; (4) assist with Project success monitoring; (5) manage contract administration for its portion of the Project; and (6) maintain its Project records as required by state and federal auditing requirements and local engineering requirements.

B. Design. Lakewood shall be responsible for the design review and approval of improvements within the City of Lakewood.

C. Funding. Lakewood shall fund the cost of the 30% design within the City of Lakewood.

The estimated cost for 30% preliminary design of the project is \$80,567. Lakewood's estimated cost is \$8,498.88. Exhibit A provides a detailed breakdown of cost for each jurisdiction based on proportionate share of length in each jurisdiction to the overall project length. Actual costs shall be based on the percentages included in Exhibit A for each jurisdiction.

D. Reimbursement to Tacoma. Lakewood shall pay to Tacoma all costs incurred by Tacoma during completion of the Project and invoiced to Lakewood on a monthly basis by Tacoma within thirty (30) days of receipt of an invoice.

E. Notice to Tacoma. Lakewood shall promptly notify Tacoma of any issues it feels are inconsistent with the design intent or this Agreement. Lakewood shall work cooperatively with Tacoma to resolve design issues to the mutual satisfaction of both parties if reasonably practicable.

8. PLANS

30% design plans shall adhere to applicable standards of the representative jurisdiction, as well as state and federal requirements.

9. DURATION OF AGREEMENT AND TERMINATION

This Agreement shall continue until final completion of the Project, at which time it shall terminate. If Parties mutually agree, this Agreement may be amended to incorporate additional work.

10. HOLD HARMLESS AND INDEMNITY AGREEMENT

A. Each party (the Indemnitor) agrees to defend, indemnify and save harmless each other (the Indemnitees), their board or council members, officers, agents and employees, from and against all loss or expense including, but not limited to, judgments, settlements, attorney's fees, and costs by reason of any and all claims for damages, penalties, or other relief based upon the Indemnitor's alleged negligence, or wrongful conduct, except for the injuries, penalties, and damages caused by the sole negligence or wrongful conduct of the Indemnitor. Such claims for damages or other relief include, but are not limited to, those for personal or bodily injury including death from such injury, property damage, torts, defamation, penalties imposed by any agency of the state or federal government for failure to comply with applicable law in the performance of this Agreement. If the claim, suit, or action involves concurrent negligence of the Parties, the indemnity provisions provided herein shall be applicable only to the extent of the percentage of each Party's negligence. It is further and expressly understood that the indemnification provided herein constitutes each Party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

11. NO THIRD PARTY BENEFICIARY

Tacoma, by this Agreement, does not assume any contractual obligations to any person or entity other than University Place or Lakewood. University Place, by this Agreement, does not assume any contractual obligations to any person or entity other than Tacoma or Lakewood. Lakewood, by this Agreement, does not assume any contractual obligations to any person or entity other than Tacoma or University Place. There is no third party beneficiary to the Agreement.

12. NO SEPARATE ENTITY CREATED

This Agreement does not create any separate legal or administrative entity. This Agreement shall be administered by the City Engineer for Tacoma, the Director of Engineering and Capital Projects for University Place, and Public Works Engineering Director for Lakewood. There shall be no joint financing or jointly acquired or held assets and the Agreement will terminate as described herein.

13. NON-DISCRIMINATION

The Parties agree to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The Parties shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical handicap.

14. ASSIGNMENT

Neither Party 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.

15. NOTICE

All notices or communications under this Agreement shall be in writing and effective (i) when delivered in person or via overnight courier to the other Party; (ii) on the second business day following the date of mailing by regular or certified U.S. Mail, postage prepaid to the other Party at its address set forth below; or (iii) upon confirmed transmission by facsimile to the other party at the facsimile number set forth below. The addresses for notices may be modified by either Party only by written notice delivered in conformance with this Section.

CITY OF TACOMA

ATTN: Kurtis Kingsolver, P.E.
Public Works Director/City Engineer
747 Market Street
Tacoma, WA 98402
Phone: 253-591-5269
Email: kkingso@cityoftacoma.org

CITY OF UNIVERSITY PLACE

ATTN: Jack Ecklund, P.E.
Director of Engineering and Capital Projects
3715 Bridgeport Way W.
University Place, WA 98466
Phone: 253.686.3066
Email: jecklund@cityofup.com

CITY OF LAKEWOOD

ATTN: Paul A. Bucich, P.E.
Public Works Engineering Director/City Engineer
6000 Main Street SW
Lakewood, WA 98499-5027
Phone: 253-983-7737
Email: PBucich@cityoflakewood.us

16. 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.

17. 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.

18. MODIFICATION

Provisions within this Agreement may be modified upon the mutual written consent of the Parties hereto.

19. FILING

After execution of the Agreement, all Parties shall file copies of this Agreement with their respective City Clerk, together with resolutions of the Tacoma City Council, University Place City Council, and Lakewood City Council approving and ratifying this Agreement.

20. SEVERABILITY

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

IN WITNESS WHEREOF, the Parties have executed this Agreement this 9th day of February, 2022.

CITY OF TACOMA

DocuSigned by:
By Elizabeth Pauli
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City Manager

CITY OF UNIVERSITY PLACE

DocuSigned by:
By Stephens P. Sugg
F4C68B188DF24F2...
Stephens P. Sugg
City Manager

CITY OF LAKEWOOD

DocuSigned by:
By John J. Caulfield
27825F41133E4CA...
John J. Caulfield
City Manager

Approved as to form:

DocuSigned by:
By Steve Victor
97EA3E5E13EF4D3...
Steve Victor
City Attorney

Approved as to form:

DocuSigned by:
By Matthew S. Kaser
E439688A26E044D...
Matthew S. Kaser
City Attorney

Attest:

DocuSigned by:
Doris Sorum 02/25/2022
765BE94F34094F3...
Doris Sorum
City Clerk

Attest:

DocuSigned by:
Emelita Genetia 02/24/2022
913128C48C0F4E0...
Emelita Genetia
City Clerk

Approved as to form:

DocuSigned by:
By Heidi Wachter
C28477E579CF47F...
Heidi Wachter
City Attorney

Attest:

DocuSigned by:
Briana Schumacher 02/24/2022
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Briana Schumacher
City Clerk