

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: kkingsol@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 
for Kurtis D. Kingsolver, PE
Tacoma Public Works Director

By 
for Craig Stone
Puget Sound Gateway Program
Administrator

Date: 7-8-19

Date: 7-31-2019

Approved as to form


Deputy City Attorney

Date: 7-9-19


Andy Cherullo, Director of Finance

To attest:


Doris Sorum, City Clerk



RESOLUTION NO. 40356

1 A RESOLUTION relating to public works; authorizing the execution of an Interlocal
2 Agreement with the Washington State Department of Transportation
3 ("WSDOT") to commit \$30,000, budgeted from the Streets Initiative Fund,
4 towards the Tacoma to Puyallup Regional Trail Connection Route Analysis
5 Study in association with WSDOT's Puget Sound Gateway Program.

6 WHEREAS there are currently no safe routes between downtown Tacoma
7 and downtown Puyallup for people traveling on foot or by bicycle, and

8 WHEREAS in 2018, in an effort to promote safe travel, a coalition of
9 agencies joined together to promote a several-mile-long bicycle and pedestrian
10 corridor between Tacoma and Puyallup, which would be physically separated from
11 automobile traffic, to provide access to jobs, schools, parks, housing, and transit
12 centers, and

13 WHEREAS the agencies, including the Puyallup Tribe of Indians; Pierce
14 County; Metro Parks Tacoma; the cities of Tacoma, Puyallup, and Fife; and
15 Washington State Department of Transportation ("WSDOT"), agreed to participate
16 in and fund a trail route analysis study looking at three potential conceptual
17 alignments, which was memorialized in March 2019 pursuant to a Letter of
18 Understanding, and

19 WHEREAS the Tacoma to Puyallup Regional Trail Connection Route
20 Analysis Study, which is anticipated to be completed by the end of 2019 and cost
21 approximately \$180,000, will be led by Puget Sound's Gateway Program SR 167
22 Completion Project, and
23
24
25
26



WHEREAS the City's contribution of \$30,000, budgeted from the Streets Initiative Fund, will be used to support the hiring of a consulting firm, managed by the WSDOT, to conduct the feasibility study, and

WHEREAS the interlocal agreement will commit the funds identified in the Letter of Understanding and will define the roles and responsibilities between the parties for delivery of the study; Now, Therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

That the proper officers of the City are hereby authorized to enter into an Interlocal Agreement with the Washington State Department of Transportation ("WSDOT") to commit \$30,000, budgeted from the Streets Initiative Fund, towards the Tacoma to Puyallup Regional Trail Connection Route Analysis Study in association with WSDOT's Puget Sound Gateway Program, said document to be substantially in the form of the interlocal agreement on file in the office of the City Clerk.

Adopted JUN 25 2019

Mayor

Attest:

City Clerk

Approved as to form:

Deputy City Attorney



TO: Elizabeth A. Pauli, City Manager
FROM: Josh Diekmann, P.E., Public Works Assistant Division Manager
Kurtis D. Kingsolver, P.E., Public Works Director/City Engineer *KDK*
COPY: City Council and City Clerk
SUBJECT: Resolution – Interlocal Agreement – Tacoma to Puyallup Regional Trail Connection
Route Analysis Study – June 25, 2019
DATE: June 3, 2019

SUMMARY:

A resolution authorizing the execution of an Interlocal Agreement with the Washington State Department of Transportation (WSDOT) to commit \$30,000, budgeted from the Public Works Streets Initiative Fund 1085, towards the Tacoma to Puyallup Regional Trail Connection Route Analysis Study in association with WSDOT's Puget Sound Gateway Program.

STRATEGIC POLICY PRIORITY:

- Foster a vibrant and diverse economy with good jobs for all Tacoma residents.
- Assure outstanding stewardship of the natural and built environment.
- Encourage and promote an efficient and effective government, which is fiscally sustainable and guided by engaged residents.
- Strengthen and support a safe city with healthy residents.

The Tacoma to Puyallup trail connection is envisioned as a several mile-long corridor that will provide a bicycle and pedestrian connection between downtown Tacoma and downtown Puyallup for access to jobs, schools, parks, housing, and transit centers. The City's contribution and participation support a safe, connected, and accessible active transportation network.

BACKGROUND:

Currently, there are no safe routes between downtown Tacoma and downtown Puyallup for people traveling on foot or by bicycle. In an effort to promote safe travel, a coalition of agencies came together in 2018, to promote a corridor between downtown Tacoma and downtown Puyallup for people that would be physically separated from automobile traffic. The agencies, including the Puyallup Tribe of Indians, Pierce County, the City of Tacoma, the City of Puyallup, the City of Fife, Metro Parks Tacoma, and WSDOT, agreed to develop and execute agreements to participate in, and fund, a trail route analysis study looking at three potential conceptual alignments.

This agreement was memorialized in March 2019, as shown in the attached Letter of Understanding (LOU). The study is expected to cost approximately \$180,000, and will be led by Puget Sound Gateway Program's SR 167 Completion Project. The study is anticipated to be completed by the end of 2019. The \$30,000 provided by the City will be used to support the hiring of a consulting firm to conduct the feasibility study. The consulting firm will be managed by WSDOT.

ISSUE:

The Interlocal Agreement will commit the funds identified in the LOU and will define the roles and responsibilities between the parties for delivery of the study.

ALTERNATIVES:

The City Council could decline to approve the agreement, but that would not be cost effective or efficient for the City with regards to this mutually beneficial project.

**RECOMMENDATION:**

A resolution authorizing the execution of an Interlocal Agreement with the Washington State Department of Transportation to commit \$30,000, budgeted from the Public Works Streets Initiative Fund 1085, towards the Tacoma to Puyallup Regional Trail Connection Route Analysis Study in association with WSDOT's Puget Sound Gateway Program.

FISCAL IMPACT:

The study is expected to cost approximately \$180,000. The \$30,000 provided by the City will be used to support the hiring of a consulting firm to conduct the feasibility study. The City's commitment shall not exceed \$30,000.

EXPENDITURES:

FUND NUMBER & FUND NAME *	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
1085 PW Streets Initiative Fund	PWK-00440-43	5330100	\$30,000
TOTAL			\$30,000

* General Fund: Include Department

REVENUES:

FUNDING SOURCE	COST OBJECT (CC/WBS/ORDER)	COST ELEMENT	TOTAL AMOUNT
Streets Initiative Revenues	663020	Various	\$30,000
TOTAL			\$30,000

FISCAL IMPACT TO CURRENT BIENNIAL BUDGET: \$30,000

ARE THE EXPENDITURES AND REVENUES PLANNED AND BUDGETED? Yes

IF EXPENSE IS NOT BUDGETED, PLEASE EXPLAIN HOW THEY ARE TO BE COVERED. N/A

**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: _____

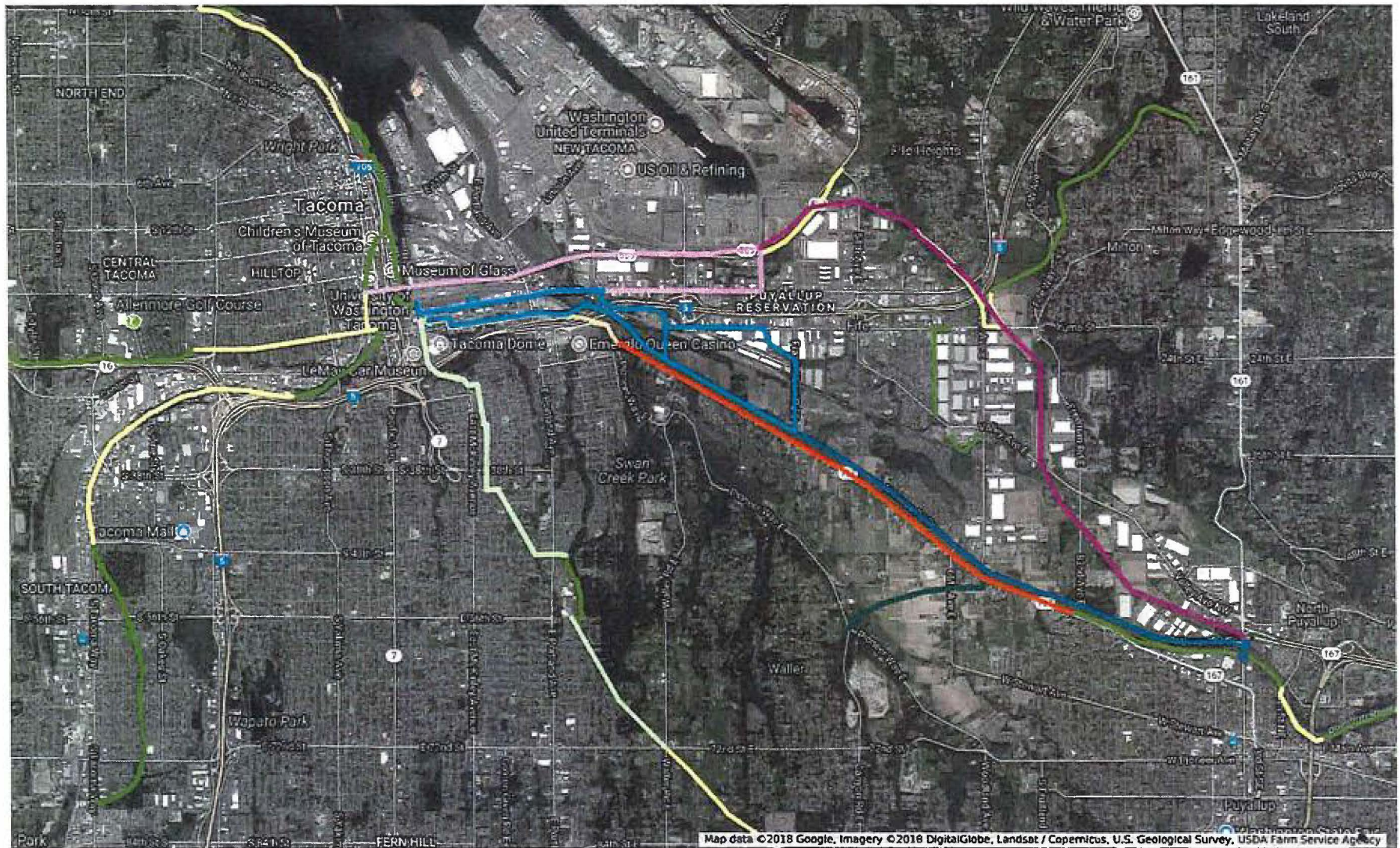
Date: _____

Approved as to form

Deputy City Attorney

This page intentionally left blank

Tacoma to Puyallup Regional Trail Connection: Potential Conceptual Alignments



GCB 3151 – Attachment A – Tacoma to Puyallup Regional Trail Connection

Note: SR167 Alignment (following the new completion of SR167) – Purple Line

Levee Road Alignment – Blue Line

River Road Alignment – Orange Line

This page intentionally left blank



Fugate Sound Gateway SR 509/SR167
SR 509: 999 3rd Ave. Ste. 220
Seattle, WA 98104
SR167: 5700 Capital Blvd St.
Turnwater, WA 98501
206-464-1220
TTY 1-800-833-8389
www.wsdot.wa.gov

March 14, 2019

Dear Tacoma to Puyallup Regional Trail Connection Cohort;

Letter of Understanding related to the Tacoma to Puyallup Regional Trail Connection Route Analysis Study

The "PARTIES", consisting of the City of Fife, the City of Tacoma, the City of Puyallup, Pierce County, the Puyallup Tribe of Indians, Metro Parks Tacoma, and the Washington State Department of Transportation (WSDOT), desire to collaboratively work together to make the Tacoma to Puyallup Regional Trail Connection a reality. The Tacoma to Puyallup Regional Trail Connection is an envisioned corridor between downtown Tacoma and downtown Puyallup for people walking & biking that is physically separated from car traffic and safe for people of all ages and abilities.

The purpose of this Letter of Understanding is to commit the resources of the PARTIES to develop and execute agreements to participate in and fund a trail route analysis study. The Tacoma to Puyallup Regional Trail Connection route analysis study, hereinafter the "STUDY" will be administered by WSDOT, by a task order under a current General Engineering Consultant agreement. Each of the PARTIES will contribute funds for the STUDY, as outlined below, and will provide staff time at their own expense. The PARTIES will enter into an inter-governmental agreement with WSDOT to allow the transfer of funds to pay for the consultant work.

Funding contributions to be finalized by each party as they sign the LOU

Puyallup Tribe of Indians	\$30,000
Pierce County	\$30,000
City of Tacoma	\$30,000
City of Puyallup	\$20,000
City of Fife	\$20,000
Metro Parks Tacoma	\$20,000
Washington State Department of Transportation	\$30,000

The STUDY will assess the opportunities, constraints, and next steps for completing active transportation connections between Tacoma and Puyallup. The STUDY is step one, in a multi-step process. Possible future steps, not a part of this Letter of Understanding, may include environmental review and clearance, engineering, rights-of-way, construction, operations and maintenance.

Tacoma to Puyallup Regional Trail Connection Route Analysis Study
March 14, 2019
Page 2

The PARTIES fully anticipate that the follow-on inter-governmental agreements will be executed within the first four months of 2019, and the STUDY will be completed by the end of calendar year 2019.

By our signatures below, we commit to working together and accept the terms and conditions of this Letter of Understanding.

Sincerely,

A handwritten signature in blue ink, appearing to read "Craig Stone".

Craig Stone
Puget Sound Gateway Program Administrator
Washington State
Department of Transportation

Concurrence by:

By Bill Storud _____
Bill Storud date
Chairman
Puyallup Tribe of Indians

By Roxanne Miles 4/12/19
Roxanne Miles date
Director of Parks and Recreation
Pierce County

By Shon Sylvia 4-12-19
Shon Sylvia date
Executive Director
METRO Parks Tacoma

By Kurtis D. Kingsolver, PE 4-12-19
Kurtis D. Kingsolver, PE date
Public Works Director/City Engineer
City of Tacoma

By Kevin Yamamoto _____
Kevin Yamamoto date
City Manager 4-15-2019
City of Puyallup

By Steven Fiddle 4/12/19
Steven Fiddle date
Fife Community Development Director
City of Fife
By Fife City Council Motion/Action
February 26, 2019

This page intentionally left blank

40356

Resolution No. _____

Adopted: JUN 25 2019

Maker of Motion: Thoms

Seconded: Blocker

Voice Vote:

MEMBERS	AYES	NAYS	ABSTAIN	ABSENT
Mr. Beale	X			
Mr. Blocker	X			
Ms. Hunter	X			
Mr. Ibsen			X	
Mr. McCarthy				X
Mr. Mello				X
Mr. Thoms	X			
Ms. Ushka	X			
Mayor Woodards				X

Roll Call Vote:

MEMBERS	AYES	NAYS	ABSTAIN	ABSENT
Mr. Beale				
Mr. Blocker				
Ms. Hunter				
Mr. Ibsen				
Mr. McCarthy				
Mr. Mello				
Mr. Thoms				
Ms. Ushka				
Mayor Woodards				