

**INTERLOCAL AGREEMENT FOR CONSTRUCTION OF SOUTH ORCHARD
STREET GRIND & OVERLAY (South Orchard Street and Center Street)**

BETWEEN THE CITY OF TACOMA AND THE CITY OF FIRCREST

THIS INTERLOCAL AGREEMENT ("Agreement") made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington ("RCW"), on the 21st day of August, 2024, by and between the City of Tacoma, a Washington municipal corporation, herein known as "Tacoma," and the City of Fircrest, a Washington municipal corporation, herein known as "Fircrest," (collectively referred to herein as the "Parties").

WHEREAS, Center Street serves as an urban minor arterial, and South Orchard Street serves as an urban principal arterial, providing vital mobility to both Tacoma and Fircrest; and

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

WHEREAS, recognizing the mutual benefit of improvements to this urban principal arterial, the Parties plan to work together to complete construction of the roadway and pedestrian improvements to the Center Street/South Orchard Street intersection and agree to share construction costs with each party responsible for actual construction costs in their jurisdiction, with Tacoma responsible for construction costs for the portion of the project currently owned by the City of Tacoma;

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, and in consideration of the mutual benefits and covenants described herein, Tacoma and Fircrest agree to cooperate in the construction of the South Orchard Street and Center Street intersection and apportion the costs thereof 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 the roles and responsibilities of each party to this Agreement, including but not limited to the administration of the construction, billing, and payment of construction costs, and project administration.

The goal is to complete construction of improvements to the South Orchard Street/ Center Street intersection to include pavement overlay, utility adjustments, curbs, sidewalks, ADA crossing improvements, and channelization for the benefit of the public and the residents of both Parties' jurisdictions.

3. PROJECT AREA

The project area includes rights of way for improvements on the South Orchard Street/ Center Street intersection in Tacoma/ Fircrest ("Project").

4. ALLOCATION OF FUNDS

Under this Agreement, each Party will be responsible for actual construction costs in the Party's own jurisdiction, with Tacoma responsible for construction costs for the portion of the project currently owned by the City of Tacoma.

5. TACOMA RESPONSIBILITIES

A. Assist in Administration. Tacoma shall assign at least one (1) representative to represent Tacoma's interests and verify that the Project proceeds in accordance with this Agreement and state and federal requirements. When required and as applicable, Tacoma's representative(s) shall: (1) participate in Project team meetings; (2) provide written recommendations and comments on the Project design changes; (3) coordinate with Fircrest 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. Funding. Tacoma shall fund the cost of the construction within the City of Tacoma.

C. Reimbursement to Fircrest. Upon completion of the Project, Tacoma shall reimburse Fircrest for all costs associated with construction within the City of Tacoma. This reimbursement shall be made as a lump sum payment upon invoice from Fircrest.

Tacoma's estimated cost for construction is \$177,992.21, plus a 15 percent contingency, for a total cost of \$204,691.04. Exhibit A provides a detailed breakdown of costs for the City of Tacoma based on a proportionate share of the project area in

each jurisdiction to the overall project size. Actual costs shall be based on the work completed located within the City of Tacoma, which amount shall be finalized upon project completion and final payment to the contractor(s).

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

6. FIRCREST RESPONSIBILITIES

A. Project Lead. Fircrest shall take the lead role in coordinating the construction, including (1) contract initiation and administration; (2) coordination with Tacoma Project design changes; (3) scheduling and coordinating monthly Project team meetings; (4) project management and administration; (5) invoicing Tacoma for their portions of the Project work.

B. Funding. Fircrest shall fund the cost of the construction within the City of Fircrest.

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

9. DURATION OF AGREEMENT AND TERMINATION

This Agreement shall continue until final completion of the Project and final payment of the reimbursement of Tacoma's share of the Project costs as provided for in this Agreement, at which time it shall terminate. If the 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 Fircrest. Fircrest, by this Agreement, does not assume any contractual obligations to any person or entity other than Tacoma. 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 Engineering Project Manager for Tacoma and the Public Works Director for Fircrest. 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 local 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 disability.

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: Clara Dubow, P.E.
Engineering Project Manager
747 Market Street
Tacoma, WA 98402
Phone: 253-208-4161
Email: cdubow@cityoftacoma.org

CITY OF FIRCREST

ATTN: Tyler Bemis
Public Works Director
115 Ramsdell Street
Fircrest, WA 98466
Phone: 253-238-4134
Email: tbemis@cityoffircrest.net

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 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 only 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 and Fircrest City Council approving and ratifying this Agreement, and post on their respective websites consistent with the requirements of RCW 39.34.040.

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 ____ day of _____, 2024.

CITY OF TACOMA

Signed by:
By Elizabeth Pauli, City Manager
City Manager

CITY OF FIRCREST

By Dawn Masco
City Manager

Approved as to form:

Signed by:
By Steve Victor, Deputy City Attorney
Chief Deputy City Attorney

Approved as to form:

By Lisa Marshall For
City Attorney
ROBERT ZEIDEMANN

Attest:

DocuSigned by:
Ben
City Clerk

Attest:

[Signature]
City Clerk



RESOLUTION NO. 41511

1 A RESOLUTION relating to transportation infrastructure improvements; authorizing
2 the execution of an Interlocal Agreement with the City of Fircrest, in the
3 amount of \$177,992.21, plus a 15 percent contingency, for a cumulative
4 total of \$204,691.04, budgeted from the Streets Initiative Fund, for the
5 construction of a joint project on South Orchard Street and Center Street.

6 WHEREAS the intersection at South Orchard Street and Center Street
7 ("Intersection") is a major arterial that provides a vital connection between the
8 City of Tacoma ("City") and the City of Fircrest ("Fircrest"), and

9 WHEREAS the roadway at the Intersection is in poor condition with non-
10 compliant American Disabilities Act ("ADA") facilities, and

11 WHEREAS the City and Fircrest have completed a design for improvements,
12 which includes a grind and overlay of the Intersection along with ADA-compliant
13 upgrades, and

14 WHEREAS the proposed Interlocal Agreement details the roles and
15 responsibilities of each party and outlines the construction cost-sharing breakdown,
16 in which both the City and Fircrest are responsible for the costs incurred within their
17 jurisdictions, and

18 WHEREAS this proposed resolution will support the City's goals for equity
19 and accessibility, as well as the Public Works Department's goals for access, traffic
20 flow and safety on City streets, and pedestrian facilities; Now, Therefore,

21
22 BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TACOMA:

23 That the proper officers of the City are hereby authorized to enter into an
24 Interlocal Agreement with the City of Fircrest, in the amount of \$177,992.21, plus a
25 15 percent contingency, for a cumulative total of \$204,691.04, budgeted from the
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1 Streets Initiative Fund, for the construction of a joint project on South Orchard
2 Street and Center Street, as more specifically set forth in the document on file in
3 the office of the City Clerk.
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5 Adopted August 20, 2024

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8 Mayor

9 Attest:

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11 City Clerk

12 Approved as to form:

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14 Deputy City Attorney
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