

PIERCE COUNTY, WA
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Document Title (Or transaction contained therein) Interlocal Agreement Between Pierce County and the City of Pacific - 8th Street East Corridor Improvements
Grantor(s) (Last name first, then first name, middle name) N/A
Additional Names on Page _____ of Document
Grantee(s) (Last name first, then first name, middle name) N/A
Additional Names on Page _____ of Document
Legal Description (Abbreviated: i.e., lot, block & subdivision name or number OR section/township/range and quarter/quarter section) 8th Street East Corridor, Sections 1 & 2, Township 20 North, Range 4 East
Complete Legal Description on Page _____ of Document
Auditor's Reference Number(s) N/A
Assessor's Property Tax Parcel/Account Number(s) N/A
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No fee

**INTERLOCAL AGREEMENT
BETWEEN PIERCE COUNTY AND THE CITY OF PACIFIC
8th STREET EAST CORRIDOR IMPROVEMENTS**

THIS AGREEMENT, made and entered into this 16 day of **NOVEMBER** 1999, by and between the **CITY OF PACIFIC**, a municipal corporation, (hereinafter, the **CITY**), and the **COUNTY OF PIERCE**, a legal subdivision of the State of Washington, (hereinafter, the **COUNTY**), is for corridor improvements of 8th Street East from the east side of the SR-167 Interchange to Lake Tapps Parkway East (hereinafter, the **PROJECT**).

WITNESSETH: That,

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, allows local governmental units to make the most efficient use of their powers by enabling them to cooperate and enter into agreements with each other; and

WHEREAS, the Pierce County Council adopted the Pierce County Transportation Plan in December, 1992, by passage of Ordinance 92-147, to identify transportation needs and services throughout the **COUNTY**, and the Transportation Plan recommends new arterial connections in the North Lake Tapps area as "Premier Priority Projects;" and

WHEREAS, the Pierce County Council established the North Lake Tapps Corridor (hereinafter, the **CORRIDOR**) in June, 1994, by passage of Ordinance 94-73, thereby establishing a new **COUNTY** arterial (hereinafter, **LAKE TAPPS PARKWAY EAST**) and connecting roads from 8th Street East, in the vicinity of the White River Bridge No. 1204-A, to 9th Street East, in the vicinity of 182nd Avenue East; and

WHEREAS, at the time the **COUNTY** established the **CORRIDOR**, the **CITY** bordered the **COUNTY** along East Valley Highway and the **CITY** planned for expansion of its corporate boundaries as part of its comprehensive planning under the Growth Management Act; and

WHEREAS, the **CITY** has annexed certain properties into the **CITY** such that the current easterly right-of-way line of St. Paul Boulevard, south of the south right-of-way line of 8th Street East, and the existing easterly right-of-way line of 138th Avenue East, north of the south right-of-way line of 8th Street East, is the municipal boundary between the **CITY**, which lies to the west of the line, and the **COUNTY**, which lies to the east of the line; and

WHEREAS, Henderson Development, Inc. (hereinafter, **HENDERSON**) obtained approval from the Pierce County Hearing Examiner effective June 22, 1993 to develop the Lakeland Residential Planned Development District (hereinafter, the **LAKELAND PDD**), subject to conditions; and

WHEREAS, the Lakeland Residential Planned Development District Mitigation Agreement (hereinafter, the **LAKELAND MITIGATION AGREEMENT**) between the **COUNTY** and **HENDERSON** was signed on May 30, 1995 by the Pierce County Executive and the president of **HENDERSON**; and

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WHEREAS, the Pierce County Hearing Examiner approved on March 1, 1996 a Major Amendment to the LAKELAND PDD, including approval of the LAKELAND MITIGATION AGREEMENT between HENDERSON and the COUNTY; and

WHEREAS, HENDERSON is obligated to the construction or funding of specific transportation improvements along 8th Street East and the LAKE TAPPS PARKWAY EAST corridor in accordance with the LAKELAND MITIGATION AGREEMENT; and

WHEREAS, the LAKELAND PDD has been sold by HENDERSON to the Evergreen Tucci Partnership, LLC, a limited liability corporation (hereinafter, ETP), and ETP has assumed all responsibilities and liabilities of the LAKELAND MITIGATION AGREEMENT in accordance with the LAKELAND MITIGATION AGREEMENT; and

WHEREAS, the CITY, the COUNTY, and Terrace View Properties LLC, a limited liability corporation (hereinafter, TERRACE VIEW), executed an agreement in October 1998 assigning to the COUNTY the monetary value of the CITY'S mitigation requirements for the TERRACE VIEW development's traffic impacts along 8th Street East within the CITY; and

WHEREAS, the CITY and the COUNTY recognize the benefits of an improved transportation system along 8th Street East and desire to improve the 8th Street East corridor by grading, widening, and installing thereon asphalt pavement and concrete curbs, gutters and sidewalks, planter strips, bike lanes; reconstructing existing storm drainage systems; and installing traffic signals and all other appurtenances requisite to completing the proposed improvement; and

WHEREAS, the CITY intends to begin setting aside CITY funds in anticipation of the need to fund or provide matching funds for future grants which will be used for funding completion of the preliminary engineering, right-of-way acquisition, and construction associated with CITY-desired improvements;

WHEREAS, it would be more efficient and economical for the COUNTY to develop the design for the PROJECT; and

WHEREAS, additional preliminary engineering, right-of-way and road construction work within the boundaries of both the CITY and the COUNTY will be necessary as part of the PROJECT; and

WHEREAS, the PROJECT is in the best interests of the citizens of the CITY and the COUNTY; and

WHEREAS, the CITY and the COUNTY desire to complete the PROJECT in the most efficient and cost effective manner possible;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein or attached and made part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

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1. GENERAL

1.1 The CITY desires to improve 8th Street East to include, but not be limited to, a three lane asphalt roadway, concrete curbs, gutters and sidewalks; landscape strips; designated bicycle lanes; traffic control signing, traffic signals at Valentine and Thornton Avenue; channelization; and storm drainage facilities.

1.2 The COUNTY desires to expand the CITY'S desired roadway cross-section to include, but not be limited, two additional travel lanes; traffic signal modifications, channelization; traffic control signing and expanded storm drainage facilities and rights-of-way as necessary to support the wider COUNTY preferred cross-section.

1.3 The CITY and the COUNTY hereby agree to cooperate in the design development, right-of-way acquisition, and construction processes for the corridor improvements of 8th Street East from the east side of the SR-167 Interchange to LAKE TAPPS PARKWAY EAST. The COUNTY will act as the lead agency during the Design Development Phase of the PROJECT.

2. FUNDING

2.1 The Design Development Phase of the PROJECT, hereinafter referred to as the "DESIGN PHASE," which includes pre-design and initial preliminary engineering (through right-of-way plan approval), will be financed by a grant from the Transportation Improvement Board (TIB) Transportation Partnership Program (TTP) using funds from the Transportation Improvement Account (TIA) and local matching funds from the COUNTY and the CITY. The cost of the DESIGN PHASE is estimated at \$1,000,000. The maximum TIB fund amount available for this DESIGN PHASE is \$500,000 with a required 50% local match. The COUNTY shall enter into a separate agreement with the TIB to obligate this funding.

2.2 The CITY'S portion of the local match for the DESIGN PHASE shall be capped at \$250,000. The COUNTY will provide the CITY'S \$250,000 local match from funds derived from LAKELAND'S proportionate share mitigation amount for traffic along 8th Street East within the CITY. The CITY will not be financially reimbursed by the COUNTY for in-kind services provided by the CITY in support of the DESIGN PHASE.

2.3 The COUNTY'S portion of the local match for the DESIGN PHASE will be \$250,000. The COUNTY will also be responsible for any DESIGN PHASE costs which exceed the estimated \$1,000,000 cost for the DESIGN PHASE. The COUNTY may apply for and utilize any additional grant funds for costs that exceed the \$1,000,000 estimate for the DESIGN PHASE.

2.4 If the total cost of the DESIGN PHASE is less than \$1,000,000, the local match of the CITY and the COUNTY will be reduced at an apportioned ratio of 50% to the COUNTY and 50% to the CITY. DESIGN PHASE expenditures incurred by the COUNTY shall be expended equally from COUNTY and CITY allocated monies for all authorized work, excluding any work performed in regards to grade separation of the Union Pacific Railroad Crossing or

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SR-167 interchange. The CITY shall not share in the costs of the investigation of a grade-separated overcrossing of the Union Pacific Railroad tracks in the city limits or improvements to the SR-167 interchange within the city limits.

2.5 If Summer Golf Course mitigation funds become available to support the DESIGN PHASE, they will be substituted on a ratio of 50% to replace the COUNTY'S share of the local match and 50% to replace the CITY'S share of the local match as described above.

2.6 The COUNTY, the CITY, or the COUNTY and CITY jointly, will apply for additional grant funding from the TIB and/or other sources for the completion of preliminary engineering, right-of-way, and construction funding and shall enter into separate agreements with the TIB and/or other sources to obligate said funding.

2.7 The CITY will establish a PROJECT FUND for the purpose of setting aside CITY funds in the anticipation of the need to fund or provide matching funds for future grants which will be used for funding the completion of preliminary engineering, right-of-way acquisition, and construction associated with CITY-desired improvements. In January 2000, the CITY shall set aside one-half (1/2) of the Arterial Street Fund Reserve amount as of December 31, 1999, but not less than \$50,000, into the PROJECT FUND. Beginning in 2001, the CITY shall annually deposit an amount not less than \$25,000 into the PROJECT FUND. The CITY shall provide documentation of the current PROJECT FUND balance to the COUNTY after each deposit. The obligations required by this provision shall terminate upon completion of the project or passage of eight (8) years from the date of execution of this agreement, whichever shall occur first.

3. DESIGN

3.1 The COUNTY, as lead agency, will be responsible for facilitating the DESIGN PHASE of the PROJECT. The horizontal and vertical alignment of the 8th Street East Corridor will be designed to minimize the need for right-of-way acquisition within the CITY. The CITY shall have the responsibility to review, comment and approve proposed improvements within the CITY limits.

3.2 The horizontal and vertical alignment of the 8th Street Corridor shall be designed and constructed to minimize the need for right-of-way acquisition within the CITY limits.

3.3 Grade separation of the Union Pacific Railroad will not be evaluated, considered, conceptually laid out, or designed unless done so at the COUNTY'S or another party's sole expense.

4. RIGHT-OF-WAY

4.1 The CITY will be responsible for costs associated with the right-of-way required for the construction of CITY-desired improvements including, but not limited to, three traffic lanes; curbs, gutters, sidewalks, planter strips and bike lanes on each side of the roadway, storm

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drainage and treatment; utility relocation; channelization; signing; environmental mitigation; right-of-way or easements; driveway reconstruction; private improvement relocation; and traffic signal improvements required for a three lane configuration.

4.2 The COUNTY will be responsible for the costs associated with the right-of-way required for the construction of COUNTY-desired improvements including, but not limited to, two additional traffic lanes together with the associated incremental cost increase(s) necessitated by the COUNTY-desired improvements over and above the CITY-desired improvements identified in Section 4.1.

4.3 The CITY hereby grants and conveys to the COUNTY the right of entry upon all lands in which the CITY has interest, within or adjacent to the PROJECT, for the purpose of designing said improvements.

4.4 This Agreement shall be supplemented to determine specific responsibilities of the CITY and the COUNTY with respect to right-of-way acquisition for the PROJECT.

5. CONSTRUCTION

5.1 The CITY will be responsible for the costs associated with the construction of CITY-desired improvements including, but not limited to, three traffic lanes; curbs, gutters, sidewalks, planter strips and bike lanes on each side of the roadway; storm drainage and treatment; utility relocation; channelization; signing; environmental mitigation; right-of-way or easements; driveway reconstruction; private improvement relocation; and traffic signal improvements required for a three lane configuration.

5.2 The COUNTY will be responsible for all costs associated with the construction of COUNTY-desired improvements including, but not limited to, two additional traffic lanes, together with the associated incremental cost increase(s) necessitated by the COUNTY-desired improvements as identified in Section 5.1.

5.3 The CITY shall have the sole approval authority regarding construction of any improvements within the CITY limits.

5.4 This Agreement shall be supplemented to determine specific responsibilities of the CITY and the COUNTY with respect to construction of the PROJECT.

6. DURATION

6.1 This Agreement shall remain in effect unless terminated by mutual consent or when the design, right-of-way acquisition and construction work contemplated under this Agreement is completed, or the Agreement is terminated by operation of law, whichever comes first.

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7. COOPERATION

7.1 The COUNTY understands that the CITY will not support the investigation, design, or construction of a grade separated crossing of the Union Pacific Railroad unless the CITY, in its sole judgment, considers the grade separation and its impacts can be satisfactorily mitigated and just compensation to affected property owners and/or businesses can be provided at no additional cost to the CITY.

7.2 The CITY and the COUNTY hereby agree to execute such additional agreements, supplements or other instruments necessary to effectuate and carry out the purposes of this Agreement, it being the intention and understanding of both parties that each party will cooperate to the fullest extent so that the corridor improvements along 8th Street East from the east side of the SR-167 Interchange to LAKE TAPPS PARKWAY EAST can be improved in the manner contemplated herein.

7.3 The CITY will provide written support upon request by the COUNTY for additional grant applications made by the COUNTY for the PROJECT.

7.4 The COUNTY will provide written support upon request by the CITY for grant applications made by the CITY for interim improvements in the PROJECT area.

8. ADDITIONAL WORK

8.1 The COUNTY will make available to the CITY \$230,000 in TERRACE VIEW mitigation funds, for the purposes of design and construction of interim road/traffic signal improvements to 8th Street East. The COUNTY will make these funds available to the CITY when TERRACE VIEW has either made payment of the funds to the COUNTY or has completed the construction of their North Access Ramp mitigation project.

8.2 In the event TERRACE VIEW mitigation funds become available after the right-of-way plans have been approved, then these funds will be deposited in the CITY'S PROJECT FUND provided for in Section 2.7.

9. SUPPLEMENTS

9.1 This Agreement shall be supplemented to determine specific responsibilities of the CITY and the COUNTY with respect to the remainder of preliminary engineering, right-of-way and construction for the PROJECT.

10. INDEMNIFICATION

10.1 The COUNTY shall indemnify and hold harmless the CITY and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any

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negligent action or omission of the COUNTY, its officers, agents, and employees, or any of them, in performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the CITY, the COUNTY shall defend the same at its sole cost and expense; provided, that the CITY retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the CITY and its officers, agents, employees, or any of them, or jointly against the CITY and COUNTY and their respective officers, agents, and employees, or any of them, the COUNTY shall satisfy the same.

10.2 The CITY shall indemnify and hold harmless the COUNTY and its officers, agents, and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any negligent action or omission of the CITY, its officers, agents, and employees, or any of them, in performing services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the COUNTY, the CITY shall defend the same at its sole cost and expense; provided that the COUNTY retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the COUNTY, and its officers, agents, and employees, or any of them, or jointly against the COUNTY and CITY and their respective officers, agents, and employees, or any of them, the CITY shall satisfy the same.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first written.

PIERCE COUNTY

By: 

Pierce County Executive

CITY OF PACIFIC

By: 

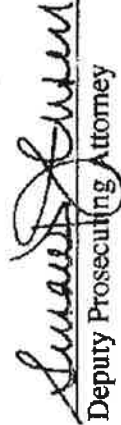
Deborah Jorgensen, Mayor

Recommended By: 


Public Works and Utilities Director

Attest: 

Lesley Zubal, City Clerk

Approved as to Form: 

Deputy Prosecuting Attorney

Approved as to Form: 

Bruce Disend, City Attorney

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