

**INTERLOCAL AGREEMENT FOR DESIGN OF  
STEILACOOM BLVD. SW: PUYALLUP ST. TO PHILLIPS RD. SW  
BETWEEN THE TOWN OF STEILACOOM AND THE CITY 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 1 day of September, 2015, by and between the Town of Steilacoom, a Washington municipal corporation, herein known as "Steilacoom," and the City of Lakewood, a Washington municipal corporation, herein known as "Lakewood," (collectively referred to herein as the "Parties").

**WHEREAS**, Steilacoom Blvd. SW serves as a major arterial providing vital mobility to both Steilacoom and Lakewood; and

**WHEREAS**, a joint application between the City of Lakewood and the Town of Steilacoom was submitted and approved for \$630,000.00 of federal funding (FHWA) for design of improvements to Steilacoom Blvd. SW between Puyallup St. and Phillips Rd. SW, with a local match requirement of \$312,000.00, naming Steilacoom as the Lead Agency for the purposes of grant administration; and

**WHEREAS**, Steilacoom and Lakewood have agreed to transfer lead agency status from the Town of Steilacoom to the City of Lakewood for the purpose of grant administration; and

**WHEREAS**, Lakewood is currently qualified as a Certified Acceptance Agency (CA) under agreement with the Washington State Department of Transportation and the Town of Steilacoom is not; and

**WHEREAS**, under said application, Steilacoom and Lakewood are committed to 33.12 percent of the required local match; 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, the City of Lakewood and the Town of Steilacoom agree to cooperate in the design of Steilacoom Blvd. SW as follows:

## **1. INCORPORATION OF RECITALS**

Each of the recitals previously set forth 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 grant, billing and payment of local match amounts, awarding of contracts, and project administration.

The goals are to: (1) facilitate design of the improvements to Steilacoom Blvd. SW that include pavement overlay, curbs, sidewalks, bike lanes, street lighting, landscaping, and other roadway related amenities; (2) produce plans that meet the applicable standards required under the grant and approval of Steilacoom and Lakewood; 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 Steilacoom Blvd. SW between Puyallup St. in the Town of Steilacoom and Phillips Rd. SW in the City of Lakewood ("the project").

**4. ALLOCATION OF FUNDS** Under this Agreement, a portion of the grant funding will be attributable to design work in each Agency's jurisdictional boundaries. This percentage is dependent upon the amount of design work necessary in each jurisdiction. The total amount of design costs is estimated to be \$942,000.00, (\$630,000 in FHWA funds and \$312,000 in local funds). Regarding the local funds each agency shall be solely responsible and obligated to provide any & all of the local funds attributed to that portion of the project that lies within its jurisdiction including paying for any and all extra work effort and/or work product which may be solely or disproportionately confined within its jurisdiction and deemed necessary or required in order to produce plans that meet the applicable standards required under the grant and/or the approval of the respective jurisdiction. Naturally where the extra work effort and/or work product is disproportionately confined to one jurisdiction the costs associated therewith will be distributed proportionately between the jurisdictions.

## **5. LAKEWOOD RESPONSIBILITIES**

**A. Project Lead.** Lakewood shall take the lead role in coordinating the grant administration consistent with Lead Agency status, including: (1) entering into a local agency agreement with the Highways and Local Programs Office of the Washington State Department of Transportation (WSDOT); (2) submitting requests for reimbursement to WSDOT and/or Steilacoom for appropriate expenses based on work completed; (3) maintaining project grant records; (4) reporting progress;

(5) contract administration for its portion of the Project; (6) maintaining project accounting for all costs incurred and for all reimbursement of expenses from all sources and (6) when required and as applicable, a Lakewood representative shall hold and participate in Project team meetings.

**B. Design.** Lakewood shall be responsible for the design of improvements within the Town of Steilacoom and the City of Lakewood.

**C. Advance Funds.** Lakewood and Steilacoom shall share in the cost of the design of the Steilacoom Blvd. SW. improvements. Lakewood agrees to advance funds as necessary to pay for Project expenses that will be shared jointly, including, but not limited to preparation of a biological assessment, design engineering, geo-technical engineering, surveying, etc. Lakewood shall submit timely requests for reimbursement to the Department of Transportation for its advances and for work performed and/or paid for by Lakewood. Reimbursement requests shall be made at monthly intervals for the total amounts expended during that period, less the proportionate shares of the combined Lakewood and Steilacoom matches. The Project reimbursement period shall begin after WSDOT has approved a Local Agency Agreement (LAA) authorizing Project expenditures. No expenditure made before this date is eligible for reimbursement. Lakewood shall bill Steilacoom for its proportionate match share for any combined expenditures advanced by Lakewood. Similarly as described in section 4 should there be extra work effort and/or work product Lakewood shall bill Steilacoom accordingly.

**D. Notice to Steilacoom.**

**i.** Lakewood shall notify Steilacoom within fourteen (14) calendar days from the date of receipt by Lakewood of reimbursement from WSDOT for costs incurred by Steilacoom and Lakewood.

**ii.** Lakewood shall promptly notify Steilacoom of any issues it feels are inconsistent with the design, construction documents, plans or this Agreement. Lakewood shall work cooperatively with Steilacoom to resolve design and construction issues to the mutual satisfaction of both parties if reasonably practicable.

**6. STEILACOOM RESPONSIBILITIES**

**A. Assist in Administration.** Steilacoom shall assign at least one (1) representative to represent Steilacoom's interests and verify that the Project proceeds in accordance with this Agreement and state and federal requirements. When required and as applicable, Steilacoom's representative(s) shall: (1) participate in Project team meetings; (2) assist in the interview and selection of

a consultant(s) for joint activities; (3) assist with obtaining applicable permits; (4) assist with Project success monitoring; (5) contract administration for its portion of the Project; and (6) maintain its Project records as required by state and federal auditing requirements and shall present its records for review as requested.

**B. Design.** Steilacoom shall be responsible for periodic review for the design of improvements within the Town of Steilacoom.

**C. Reimbursement to Lakewood.** Steilacoom shall pay to Lakewood all costs advanced by Lakewood on its behalf pursuant to this Agreement within thirty (30) days of receipt of an invoice.

**D. Notice to Lakewood.** Steilacoom shall promptly notify Lakewood of any issues it feels are inconsistent with the design, construction documents, plans or this Agreement. Steilacoom shall work cooperatively with Lakewood to resolve design and construction issues to the mutual satisfaction of both parties if reasonably practicable.

## **7. PLANS**

Final design plans shall adhere to applicable standards of each respective jurisdiction, as well as state and federal requirements.

## **8. DURATION OF AGREEMENT AND TERMINATION**

This Agreement shall continue until final completion of the Project, at which time it shall terminate.

## **9. 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.

**B.** Each party acknowledges its respective responsibility for complying with all state and federal requirements for design, finances, and all other aspects of the Project within its corporate limits. Failure to do so will result in that Party being financially responsible to WSDOT under the terms of the Local Agency Agreement. The City of Lakewood will be the lead agency for the Project, but it does not guarantee the adequacy of work performed by Steilacoom, and Steilacoom does not guarantee the adequacy of work performed by Lakewood.

#### **10. NO THIRD PARTY BENEFICIARY**

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

#### **11. 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 the City of Lakewood and the Public Works Director for the Town of Steilacoom. There shall be no joint financing or jointly acquired or held assets and the Agreement will terminate as described herein.

#### **12. NON-DISCRIMINATION**

The Parties agree to take all steps necessary to comply with all federal, state, and City/Town 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.

#### **13. 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.

#### **14. 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 LAKEWOOD**

ATTN: Weston Ott, P.E.  
Associate Civil Engineer II  
6000 Main St. SW  
Lakewood, WA 98499-5027  
Phone: (253) 983-7725  
Fax: (253) 512-2268  
Email: wott@cityoflakewood.us

**TOWN OF STEILACOOM**

ATTN: MARK BURLINGAME  
Public Works Director  
1030 Roe St.  
Steilacoom, WA 98388  
Phone: (253) 983-2073  
Fax: (253) 582-0651  
Email: mark.burlingame@ci.steilacoom.wa.us

**15. 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.

**16. 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.

**17. MODIFICATION**

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

**18. FILING**

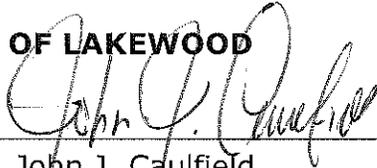
After execution of the Agreement, both Parties shall file copies of this Agreement with its respective City/Town Clerk, together with resolutions of the Lakewood City Council and the Steilacoom City/Town Council approving and ratifying this Agreement.

**19. 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 1 day of September, 2015.

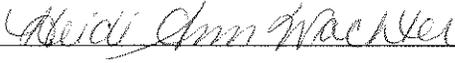
**CITY OF LAKEWOOD**

By   
John J. Caulfield  
City Manager

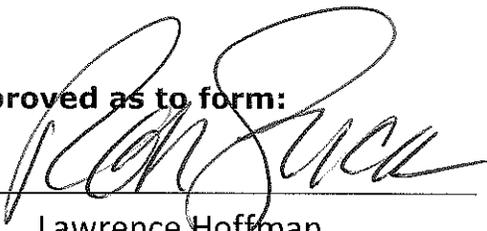
**TOWN OF STEILACOOM**

By \_\_\_\_\_  
Ron Lucas  
Mayor

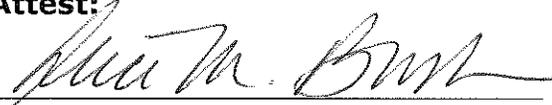
**Approved as to form:**

By   
Heidi Ann Wachter  
City Attorney

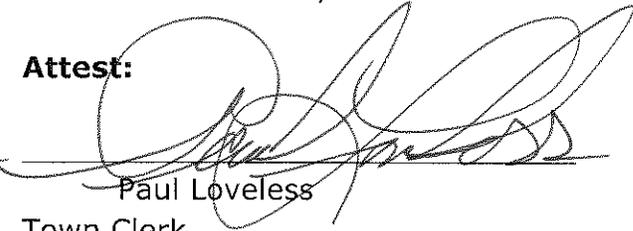
**Approved as to form:**

By   
Lawrence Hoffman  
Town Attorney

**Attest:**

  
Alice M. Bush  
City Clerk  
8-24-15

**Attest:**

  
Paul Loveless  
Town Clerk