



August 28, 2017

Mr. Russ Blount, P.E.
City of Fife, Public Works Director
5411 23rd Street East
Fife, WA 98424

RE: Canyon Road East Freight Corridor Improvements

Dear Mr. Blount:

Attached is an original of the Memorandum of Agreement between Pierce County and the City of Fife for the subject project. The fully executed agreement authorizes funding for the recruitment and hiring of a qualified consultant to assess and document the economic, business and development impacts of the subject project.

The Port of Tacoma has awarded \$15,000 to Pierce County as a result of an annual competitive grant funding process titled *Community Economic Development Investment Fund*. The competitive grant application was supported by a multi-agency partnership that included the Economic Development Board for Tacoma/Pierce County committing to a \$10,000 contribution, Pierce County committing to a \$20,000 contribution and the City of Fife committing to a \$5,000 contribution.

The analysis will address direct and indirect users of the corridor such as the Port of Tacoma, Fife Industrial Center, Sumner Industrial area, the 30+ businesses in the Frederickson MIC and commuters utilizing the Canyon Road East Corridor. The task is estimated to cost \$50,000.

We greatly appreciate the City of Fife's contribution and we look forward to a productive partnership.

If you have any questions or require additional information, please contact Matthew Graves, Transportation Engineer at (253) 798-3557 or mgraves@co.pierce.wa.us.

Sincerely,

Clint T. Ritter, P.E.
Program Development Supervisor

CTR:meg
Attachments

cc: File

ec: Denise Dyer, Director of Economic Development
Leticia Neal, P.E., Transportation Improvement Manager
Matthew E. Graves, Transportation Engineer



**MEMORANDUM OF AGREEMENT
BETWEEN PIERCE COUNTY AND THE CITY OF FIFE
REGARDING THE DEVELOPMENT OF AN ECONOMIC ASSESSMENT OF
THE CANYON ROAD EAST FREIGHT CORRIDOR IMPROVEMENT**

THIS AGREEMENT is entered into this day by and between **PIERCE COUNTY**, a political subdivision of the State of Washington (herein referred to as "COUNTY") and the undersigned, **CITY OF FIFE**, City of the State of Washington (herein referred to as "CITY").

WHEREAS, the PORT OF TACOMA, a Washington municipal corporation (the "Port"), has provided an investment from its Port Community Economic Development Investment Fund to partner with COUNTY, the CITY and the Economic Development Board for Tacoma/Pierce County for an economic assessment of the Canyon Road East Freight Corridor Improvement ("Assessment");

WHEREAS, the COUNTY agrees to perform the work described below at the convenience of the COUNTY and that the CITY will reimburse the COUNTY for all costs incurred as outlined below in Section 3;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the COUNTY and the CITY as follows:

SECTION 1. PURPOSE. The purpose of this agreement is to establish the rights, duties and responsibilities of the parties with regards to the Assessment.

SECTION 2. COUNTY'S RESPONSIBILITY. The COUNTY will facilitate the completion of the following work on or before December 31, 2018.

- The recruitment and hiring of a qualified consultant to assess and document the economic, business and development impacts of the project. The independent analysis will address direct and indirect users of the corridor such as the Port of Tacoma, Fife Industrial Center, Sumner Industrial area, the 30+ businesses in the Frederickson MIC and commuters utilizing the Canyon Road East Corridor. The consultant's work will be monitored and supported by a small committee of knowledgeable local representatives, including a Port of Tacoma/NWSA representative. Some of the monitoring work may be conducted through emails. The results of the economic assessment will be documented in a final written report.

SECTION 3. CITY'S RESPONSIBILITY. The CITY has agreed to pay the COUNTY **\$5,000.00** to partner in completing the above described work. The COUNTY will invoice the CITY during the 3rd quarter of 2018 for the full amount under this agreement. Payment will be made within thirty days of the COUNTY invoice date. The CITY certifies that sufficient budgeted funds are available to cover the costs of this requested work, and agrees to make payment to the COUNTY.

SECTION 4. TIMEFRAME/PROJECT SCHEDULE.

Issue RFQu for consultant	2017Q4
Hire Consultant	2018Q1
Start Study	2018Q2
Complete Study	2018Q4

SECTION 5. TERM. This agreement shall be effective as of August 1, 2017 and shall remain in full force and effect until midnight December 31, 2018, unless otherwise renewed in writing by both parties.

SECTION 6. PROJECT FINANCIAL SUMMARY.

Total Project Cost: Approximately \$50,000

Source of funds:

Tacoma-Pierce County Economic Development Board-\$10,000

City of Fife-\$5,000

Pierce County-\$20,000

Port of Tacoma-\$15,000

SECTION 7. INDEMNIFICATION AND HOLD HARMLESS. The COUNTY shall defend, indemnify, and save harmless the CITY, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the COUNTY, its officers, employees, or agents associated with this Agreement. In executing this Agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility which arises in whole or in part from the existence or effect of CITY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, rule, regulation, resolution, custom, policy, or practice is at issue, the CITY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney's service charges.

The CITY shall defend, indemnify and save harmless the COUNTY, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the CITY, its officers, employees, or agents associated with this Agreement. In executing this Agreement, the CITY does not assume liability or responsibility for or in any way release the COUNTY from any liability or responsibility which arises in whole or in part from the existence or effect of COUNTY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action, or administrative proceeding is commenced in which the enforceability and/or validity of any such COUNTY ordinance, rule, regulation,

resolution, custom, policy, or practice is at issue, the COUNTY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the COUNTY, the CITY, or both, the COUNTY shall satisfy the same, including all chargeable costs and attorney's service charges.

SECTION 8. NO THIRD-PARTY BENEFICIARY. The COUNTY does not intend by this agreement to assume any contractual obligations to anyone other than the CITY, and the CITY does not intend by this agreement to assume any contractual obligations to anyone other than the COUNTY. The COUNTY and the CITY do not intend that there be any third-party beneficiary to this agreement.

SECTION 9. NON-DISCRIMINATION. The COUNTY and the CITY certify that they are Equal Opportunity Employers.

SECTION 10. ASSIGNMENT. Neither the COUNTY nor the CITY 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.

SECTION 11. NOTICE. Any formal notice or communication to be given by the COUNTY to the CITY under this agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

City of Fife
3725 Pacific Highway East
Fife, WA 98424
Attn: Russ Blount; Public Works Director
Rblount@city.of.fife.org

Any formal notice or communication to be given by the CITY to the COUNTY under this agreement shall be deemed properly given, if delivered, or if mailed postage prepaid and addressed to:

Pierce County Planning & Public Works
2702 S. 42nd Street, Suite 201
Tacoma, WA 98409
Attention: Matthew Graves, Transportation Engineer
Mgraves@co.pierce.wa.us

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either the CITY or the COUNTY giving notice thereof to the other as herein provided.

SECTION 12. 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.

SECTION 13. 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.

SECTION 14. AMENDMENT. Provisions within this agreement may be amended with the mutual consent of the parties hereto. No additions to, or alteration of, the terms of this agreement shall be valid unless made in writing, formally approved, and executed by duly authorized agents of both parties.

SECTION 15. SEVERABILITY. If any of the provisions contained in this agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE. This agreement shall be governed by, construed, and enforced in accordance with the laws and regulations of the United States, the State of Washington, and the ordinances of Pierce County.

IN WITNESS WHERE OF, the parties have caused this Agreement to be executed on this 22nd day of August, 2017.

CITY OF FIFE

Quin Keswe 7/11/2017
Mayor Date

ATTEST:

Angela Woods 7/11/17
City Clerk Date

Approved as to Form :

[Signature] 7/18/17
City Attorney Date

PIERCE COUNTY:

Approved as to legal form only:

By [Signature] 8-16-17
Deputy Prosecuting Attorney Date

Recommended:

By [Signature] 8/22/17
Finance Date

Approved:

By [Signature] 8/9/17
Department Director Date
(less than \$250,000)