

RESOLUTION NO. 832

A RESOLUTION OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, APPROVING AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT WITH THE CITY OF TACOMA FOR THE 56th STREET/CIRQUE DRIVE IMPROVEMENT PROJECT BETWEEN THE CITY OF UNIVERSITY PLACE AND THE CITY OF TACOMA

WHEREAS, on October 10, 2013, the cities of Tacoma and University Place entered into an Interlocal Agreement for the purpose of facilitating improvements to the 56th Street/Cirque Drive corridor between Interstate 5 and Grandview Drive and to establish the roles and responsibilities in the administration of a jointly obtained \$778,500 federally funded grant (FHWA) for design of the project; and

WHEREAS, subsequent to this Interlocal Agreement, a joint application was submitted and approved for \$3,995,000 of federal funding (FHWA) for construction of phase 1 of the 56th Street/Cirque Drive improvement project (67th Avenue to Washington Street), with a local match requirement of 15%, naming University Place as the Lead Agency for the purposes of grant administration; and

WHEREAS, under said application, Tacoma committed to provide \$360,000 in local match for construction of phase 1, and University Place committed to provide \$345,000 in local match for construction of phase 1; and

WHEREAS, it is desirable and necessary to amend Sections 3 and 4 of the Interlocal Agreement to insert these specific details regarding project area (defining phase 1) and allocation of funds;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, AS FOLLOWS:

Section 1. Incorporation of Recitals. The recitals are hereby incorporated herein as if set forth in full.

Section 2. Approval of Form of Documents. The City Council hereby approves Amendment No. 1 to the Interlocal Agreement with the City of Tacoma for the 56th Street/Cirque Drive Improvement Project in substantially the form of the document accompanying this Resolution.

Section 3. Completion of Transaction. The City Manager is authorized to take and execute any additional measures or documents that may be necessary to complete this transaction, which are consistent with the approved form of document attached to this Resolution, and this Resolution.

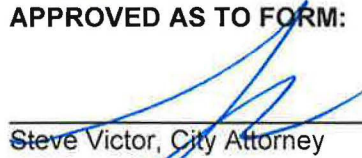
Section 4. Effective Date. This Resolution shall be effective immediately upon adoption by the City Council.

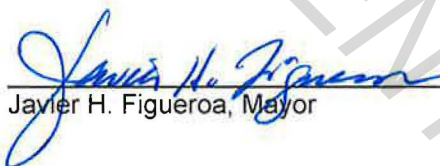
ADOPTED BY THE CITY COUNCIL ON MARCH 20, 2017.

ATTEST:


Emerita Genetia, City Clerk

APPROVED AS TO FORM:


Steve Victor, City Attorney


Javier H. Figueroa, Mayor

**AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF TACOMA AND
THE CITY OF UNIVERSITY PLACE
RELATING TO THE 56TH STREET/CIRQUE DRIVE IMPROVEMENT PROJECT**

THIS AMENDMENT NO. 1 is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on the _____ day of March, 2017, by and between the City of Tacoma, a Washington municipal corporation, herein known as "Tacoma," and the City of University Place, a Washington municipal corporation, herein known as "University Place," (collectively referred to herein as the "Parties").

WHEREAS, on October 10, 2013, the cities of Tacoma and University Place entered into an Interlocal Agreement (the "Agreement") for the purpose of facilitating improvements to the 56th Street/Cirque Drive corridor between Interstate 5 and Grandview Drive and to establish the roles and responsibilities in the administration of a jointly obtained \$778,500 federally funded grant (FHWA) for design of the project; and

WHEREAS, subsequent to execution of the original Agreement, a joint application was submitted and approved for \$3,995,000 of federal funding (FHWA) for construction of phase 1 of the 56th Street/Cirque Drive improvement project (67th Avenue to Washington Street), with a local match requirement of 15%, naming University Place as the Lead Agency for the purposes of grant administration; and

WHEREAS, under said application, Tacoma committed to provide \$360,000 in local match for construction of phase 1, and University Place committed to provide \$345,000 in local match for construction of phase 1;

NOW, THEREFORE, pursuant to Chapter 39.34 RW, and in consideration of the mutual benefits and covenants, conditions and promises set forth herein, the Parties hereto agree and amend the Agreement as follows:

SECTION 3. PROJECT AREA is hereby deleted and replaced with the following:

The project area includes rights of way for improvements on 56th Street/Cirque Drive between Interstate 5 in Tacoma and Grandview Drive in University Place.

The phase 1 portion of the project area is located between Washington Street in Tacoma and 67th Avenue in University Place ("Phase 1").

SECTION 4. ALLOCATION OF FUNDS is hereby deleted and replaced with the following:

Under this Agreement, the grant funding and local match shall be attributable to work in each City as follows. City of Tacoma: \$389,250 of grant funding for design; \$2,040,000 of grant funding for construction of Phase 1; and \$420,750 committed for local match. City of Tacoma shall be entitled to increase its local match by up to 15% without amending this Agreement, in the event of increased costs within the Tacoma portion of the work. City of University Place: \$389,250 of grant funding for design; \$1,955,000 of grant funding for construction of Phase 1; and \$405,750 committed for local match. Each City shall be responsible for any cost increases beyond the funding included in this Agreement that arise from the portion of the work within its legal jurisdiction.

Except as amended above, the Agreement remains in full force and effect. This Agreement may be amended only by mutually agreed written amendment.

The rest of this page is intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement this ____ day of March, 2017.

CITY OF UNIVERSITY PLACE

By _____
Stephen P. Sugg
City Manager

Approved as to form:

By _____
Steve Victor
City Attorney

Attest:

Emelita Genetia
City Clerk

CITY OF TACOMA

By _____
Elizabeth Pauli
Interim City Manager

Approved as to form:

By _____
Jeff Capell
Deputy City Attorney

Attest:

Doris Sorum
City Clerk

Andrew Cherullo
Finance Dpt. Director

Saada Gegoux
Risk Manager