

**AGREEMENT BETWEEN PIERCE COUNTY, WASHINGTON  
AND THE PORT OF TACOMA  
REGARDING THE TACOMA TO PUYALLUP REGIONAL TRAIL  
CONNECTION ROUTE ANALYSIS STUDY**

This Agreement ("AGREEMENT") is entered into this 8<sup>th</sup> day of January, 2020 by and between **PIERCE COUNTY**, a county in the State of Washington (hereinafter the "County"), and the **PORT OF TACOMA**, a Washington public port district (the "Port"), (collectively "Parties") in consideration of the mutual covenants contained herein. The Parties hereby recite and agree as follows:

**RECITALS**

1. The Port is charged by state statute with a mission of furthering economic development. To that end, the Port has adopted a Local Economic Development Policy by which the Port administers its monetary support of economic projects sponsored by local public agencies in Pierce County.
2. Pierce County is a collaborative partner on a state-sponsored study to analyze the possibility of a bicycle/pedestrian regional trail route between Tacoma and Puyallup. A trail between the downtown areas of Puyallup and Tacoma would provide safe and comfortable access to jobs, schools, parks, housing, transit centers and cultural destinations in two major regional centers. In addition, the trail will bring significant tourism benefits as it connects with the Foothills Trail. The connection will showcase the region's natural beauty from Mount Rainier to the shores of Puget Sound. It is estimated that the completed system will bring over 76,000 additional visitors per year, \$8.25 million in additional tourism dollars and 94 new tourism-related jobs.
3. The County requested, and the Port agrees, to provide an investment of \$20,000 made payable to the County conditioned upon proof of allocation to the Project, expressly as specified herein.
4. The Port finds the requested contribution meets the Port's Local Economic Development Policy criteria as follows:
  - a. Planning activities or events promoting tourism intended to attract tourists to Pierce County from outside locations.

**NOW, THEREFORE**, pursuant to the above Recitals, which are incorporated herein as if fully set forth below, and in consideration of the mutual benefits, performances, and covenants described herein, the Parties agree as follows:

**1. SCOPE OF WORK.**

The Tacoma to Puyallup Regional Trail Connection Route Analysis Study ("Project") consists of the following:

- The scope of work includes project management, stakeholder outreach and coordination, community forums, analysis of existing conditions, review of previous studies, development of evaluation criteria, alternatives refinement and identification of future funding sources.

- All as described in the County's Application, as attached hereto as **Attachment A.**

## **2. PORT'S CONDITIONAL AGREEMENT TO CONTRIBUTE FUNDS.**

Subject to the terms herein, the Port agrees to contribute to the Tacoma to Puyallup Regional Trail Connection Route Analysis Study an amount not to exceed \$20,000. Conditions of the Port's funding are as follows:

The Port will not assume any excess Project costs.

The Port's annual Project contribution shall be allocated and identified in the Port's 2019 budget.

The Port's distribution of funds is contingent on the County providing committed funding by December 31, 2019 for the complete Project scope and the contents of this AGREEMENT remain unchanged.

Port payments shall not exceed the amount specified in this signed agreement, and the County shall submit written proof to the Port within 45 days that the County has paid its minimum of \$30,000 in expenditures. Proof that the County has transferred the \$20,000 granted by the Port for the project shall be provided within 45 days of payment.

## **3. TIMEFRAME/PROJECT SCHEDULE.**

The County estimates that the Project will be completed by December 31, 2019.

## **4. PROJECT FINANCIAL SUMMARY.**

Total Project Cost: \$200,000

Source of Funds (other than the Port):

City of Tacoma, Pierce County, Puyallup Tribe of Indians and WSDOT - \$30,000 each

City of Fife, City of Puyallup and Metro Parks Tacoma - \$20,000 each

**5. ABANDONMENT.** If the Project is abandoned by WSDOT or any of the funding partners, then this AGREEMENT shall be of no further force or effect.

**6. ASSIGNMENT.** Neither Party to this AGREEMENT shall have the right to convey, assign, apportion or otherwise transfer any and all of its rights, obligations, conditions and interests under this AGREEMENT, without the prior written approval of the other.

**7. THIRD PARTY BENEFICIARIES.** This AGREEMENT is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right or cause of action based upon any provisions of this AGREEMENT.

**8. EQUAL DRAFTING.** This AGREEMENT has been reviewed and revised by legal counsel for both parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this AGREEMENT.

**9. SEVERABILITY.** If any provisions of this AGREEMENT are determined to be unenforceable or invalid pursuant to a final decree or judgment by a court of law with jurisdiction, then the remainder of this AGREEMENT not decreed or adjudged unenforceable or invalid shall remain unaffected and in full force and effect to the extent that the primary purpose of this AGREEMENT can be preserved.

**10. MODIFICATION.** This AGREEMENT may not be modified except by mutual agreement reduced to writing in a formal amendment hereto and approved by each Party's governing body.

**11. DURATION AND TERMINATION.** This AGREEMENT shall terminate upon completion by both Parties of their respective obligations hereunder, or on August 1, 2020 unless terminated or completed earlier.

**12. GOVERNING LAW.** This AGREEMENT shall be governed exclusively by the laws of the State of Washington both as to interpretation and performance without recourse to any principles of Conflicts of Laws. Any action at law, suit in equity or judicial proceeding for the endorsement of this AGREEMENT or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Pierce County, Washington

**13. NOTICES.** All notices given pursuant to this AGREEMENT shall be deemed delivered to the respective party on the date that it is personally delivered to the address(es) set forth below, or on the date that it is successfully sent by email transmission to the email addresses set forth below:

County: Pierce County Parks and Recreation  
9112 Lakewood Drive SW  
Lakewood WA 98499  
Attention: Roxanne Miles, Director  
Email: Roxanne.miles@piercecountywa.gov

Port: Port of Tacoma  
PO Box 1837  
Tacoma, Washington 98401  
Attention: Evette Mason  
Email: emason@portoftacoma.com

**14. ENTIRE AGREEMENT.** *This AGREEMENT constitutes the entire agreement of the parties, supersedes all previous oral or written understandings, and incorporates all prior discussions and agreements pertaining to this subject matter. The Parties participated equally in any negotiations and the process leading to execution of this AGREEMENT. If a dispute should arise with regard to the meaning or interpretation of any provision hereof, there shall be no presumption of draftsmanship as to such provision.*

## **15. LEGAL RELATIONS.**

**A. Independent Governments.** The Parties hereto are independent governmental entities and nothing herein shall be construed to limit the independent government powers, authority or

discretion of the governing bodies of each Party. It is understood and agreed that this AGREEMENT is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this AGREEMENT. No employees or agents of any Party shall be deemed, or represent themselves to be, employees of any of the other Party.

B. Legal obligations. This AGREEMENT does not relieve either Party of any obligation or responsibility imposed upon it by law.

C. Timely Performance. The requirements of this AGREEMENT shall be carried out in a timely manner.

D. Recording. A copy of this AGREEMENT shall be recorded in the Office of the Pierce County Auditor in accordance with RCW 39.34, or shall be posted to each Parties' web site.

**16. RECORDS AND AUDIT.** During the term of this AGREEMENT, and for a period not less than six (6) years from the date of termination, records and accounts pertaining to the work of this AGREEMENT and accounting therefore shall be kept by each Party and shall be available for inspection and audit by representatives of either Party and any other entity with legal entitlement to review said records. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claims, or audit finding has been resolved, even though such litigation, claim, or audit continues past the six-year (6) retention period. This provision is in addition to and is not intended to supplant, alter or amend records retention requirements established by applicable state and federal laws.

**17. LIMITS OF FINANCIAL OBLIGATIONS/PROPERTY OWNERSHIP.** Except as provided above, each Party shall finance its own conduct of responsibilities under this AGREEMENT. No ownership of property will transfer as a result of this AGREEMENT.

**18. INDEMNIFICATION AND HOLD HARMLESS.**

A. The County releases the Port from, and shall defend, indemnify, and hold the Port and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of the County and/or its agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the County's performance of its obligations under this AGREEMENT, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the Port or its agents, employees, and/or officers.

B. The County shall defend, indemnify, and hold the Port and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of any third parties and/or their agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the County's performance of its obligations under this

AGREEMENT, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the Port or its agents, employees, and/or officers.

C. The Port releases the County from, and shall defend, indemnify, and hold the County and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of the Port and/or its agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the Port's performance of its obligations under this AGREEMENT, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the County or its agents, employees, and/or officers.

D. The Port shall defend, indemnify, and hold the County and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of any third parties and/or their agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the Port's performance of its obligations under this AGREEMENT, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the County or its agents, employees, and/or officers.

E. Each Party specifically assumes liability for actions brought by its own employees against the other Party and for that purpose each Party specifically waives, as respects the other parties only, any immunity under the Worker's Compensation Act, RCW Title 51.

F. The Parties recognizes that this waiver was the subject of mutual negotiation. In the event any Party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this AGREEMENT against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.

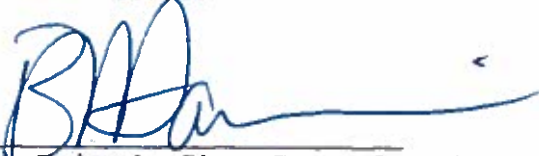
G. No liability shall attach to any of the Parties by reason of entering into this AGREEMENT except as expressly provided herein.

H. The provisions of this Article shall survive any termination or expiration of this AGREEMENT.

**19. EFFECTIVE DATE.** The Effective Date of this Agreement shall be the date upon which the Agreement is approved by official action of the last of the two legislative bodies of each of the two Parties.

**20. COMPLETE UNDERSTANDING OF PARTIES.** This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement consists of six (6) pages and one (1) Attachment and constitutes the entire understanding and agreement of the Parties.

PIERCE COUNTY:


  
Bruce Dammeyer, Pierce County Executive  
Date: 1/6/20

PORT OF TACOMA:

  
Eric Johnson, Executive Director  
Date: 1-7-2020

Approved as to legal form only:

  
Pierce County Attorney

  
Port Legal Counsel

**Pierce County  
Contract Signature Page**

Grant for Tacoma to Puyallup Funding / Local Economic Development Grant through the Port

Contract # AWD-100619

IN WITNESS WHEREOF, the parties have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**PIERCE COUNTY:**

Approved as to form only:

By [Signature] 12/20/19  
Deputy Prosecuting Attorney Date

**PORT OF TACOMA:**

By [Signature] 1-7-2020  
Eric Johnson Date  
Executive Director

By [Signature] 12/30/19  
~~Budget & Finance~~ Date

Approved:

PORT ATTORNEY:  
By [Signature] 1/8/20  
Date

By [Signature] 12/17/19  
Parks Department Director Date  
(under \$250,000)

By see attached  
Pierce County Executive Date  
(\$250,000 or more)

## **Exhibit A**

### **Tacoma to Puyallup Regional Trail Connection Route Analysis Study**

#### **Scope of Work**

The purpose of this scope of work is to assess the opportunities, constraints, and next steps for completing active transportation connection(s) between downtown Tacoma and downtown Puyallup. The Tacoma to Puyallup Regional Trail Connection represents the opportunity to bridge a significant gap in the regional active transportation network. Making this connection would allow residents and visitors to safely travel between downtown Tacoma and downtown Puyallup and link local communities by bicycle and pedestrian options.

The Tacoma to Puyallup Regional Trail Connection Cohort gathered for the first time in June 2018 and has been working to establish project goals, establish conceptual alignments, and determine how to advance the project. The Cohort identified three potential alignments for further study:

- River Road Alignment (Existing SR 167)
- Levee Road Alignment
- SR 167 Alignment (following the new completion of SR 167)

These options will be considered the representative alignments for this study, but may be refined during the study process.

It has been proposed by the Cohort that a Tacoma to Puyallup Regional Trail Connection become a project element under the ongoing Puget Sound Gateway Program. The Gateway Program includes the SR 167 Completion Project from Puyallup to Tacoma following a new alignment. This Feasibility Study is an initial step to establish a purpose and need, evaluation criteria, and alternatives evaluation in consultation with a stakeholders group to determine merit for an implementation project and to recommend next steps by agencies. The work effort is envisioned as an equitable partnership by the local agencies and the STATE, with in-kind support from the Puyallup Watershed Initiative Active Transportation Community of Interest (AT COI), Downtown On the Go (DOTG), and ForeverGreen Trails. An underlying assumption is that a regional trail will be consistent with each local agency's Comprehensive Plans, and that the agencies will be responsible for the operation and maintenance of such a facility within their jurisdictional boundaries.

#### **Task 1 – Project Management and Administration**

In this task, the CONSULTANT shall coordinate with the SR 167 project team, attend project status meetings, maintain communications, prepare monthly progress reports, conduct financial administration, and oversee project quality management.

##### ***Assumptions:***

- Study work will span nine (9) months
- Two (2) CONSULTANT staff will meet with the Trail Leadership Executives monthly (9 meetings) to discuss project status (including AT COI and DOTG). Meetings will be one (1) hour long. Five (5) meetings are assumed to be in Fife or Tacoma (for an additional two (2) hours of travel time roundtrip) and four (4) meetings will be conference calls.



**Deliverables:**

- *Monthly progress reports and invoices*
- *Agendas and action item summaries*

## **Task 2 – Stakeholder Outreach and Coordination**

### **Task 2.1 Stakeholder Advisory Group Meetings**

At the onset of the study, the CONSULTANT shall work with the STATE to establish a Stakeholder Advisory Group (SAG). The SAG is expected to include the Tacoma to Puyallup Regional Trail Connection Cohort. The CONSULTANT shall meet with the SAG three (3) times during the study. The first SAG meeting will be held approximately one month after Notice to Proceed (NTP). The purpose of this meeting will be to 1) establish the purpose and need statement that will guide the study; 2) establish the evaluation criteria that will guide the evaluation of alternatives; and 3) review the three potential alternatives established by the Trail Cohort. A second meeting will be held approximately 4 months into the study to review the findings of the existing conditions task. A third and final meeting will be held approximately 8 months into the study to review and provide comments on the evaluation of the alternatives.

**Assumptions:**

- *Four (4) CONSULTANT staff will attend the three (3) SAG meetings. Meetings will be up to two (2) hours long and are assumed to be in Puyallup, for an additional two (2) hours of travel time roundtrip.*

**Deliverables(s):**

- *Draft and Final Agendas*
- *Draft and Final Summaries of SAG meetings*

### **Task 2.2 Community Outreach and Forum**

The CONSULTANT shall conduct outreach for, coordinate, host and facilitate a public event to engage local community leaders and the public in the Tacoma to Puyallup Regional Trail Feasibility Study. At the public event, the CONSULTANT shall work with the STATE and members of the Cohort to communicate the purpose of the study and possible future work, share information from Cohort leads, and gather community input to inform the Tacoma to Puyallup Regional Trail Feasibility Study.

**Assumptions:**

- *Five (5) CONSULTANT staff will attend the public event. The event will be up to three (3) hours long and is assumed to be in Puyallup, Fife or Tacoma, for an additional two (2) hours of travel time roundtrip.*
- *The CONSULTANT will provide refreshments for up to 300 attendees.*
- *The CONSULTANT will conduct outreach before the meeting as required to reach a representative portion of the Fife/Tacoma population, with targeted outreach to groups most likely to have interest (including active transportation interests, social service providers, environmental groups, and others to be determined).*
- *The CONSULTANT will schedule and coordinate logistics for an event with 250-300 participants*
- *The CONSULTANT will facilitate public involvement activities at the meeting. The STATE and Cohort members will be available to present information to attendees.*

**Deliverables(s):**

- *Draft and final event plan*

- *Draft and final outreach plan*
- *Draft and final agenda*
- *Draft and final presentations*
- *Draft and final graphics, fact sheets and comment forms*
- *Draft and final event summary*

### **Task 3 –Existing Conditions and Review of Previous Studies**

The CONSULTANT shall conduct a desktop analysis to evaluate the existing conditions within the study corridor, including an analysis and mapping of available Geographic Information System (GIS) data. The existing conditions to be evaluated within the study corridor include: the walk/bike infrastructure network, existing rights-of-way and land uses, traffic counts, crash history (last five years), existing and planned transit routes, environmental justice populations (using US Census demographic data), critical areas (including flood risk and steep slopes), threatened and endangered species, and cultural resources. The CONSULTANT shall review relevant planning documents, including land use plans that are related to the review of the alternatives, and any draft network analysis principles produced as part of the State Active Transportation Plan under way in 2018-2019 and available when this step is conducted.

The CONSULTANT shall conduct a field assessment of conditions along each potential alignment. This field assessment will review the following for the three (3) potential alignments:

- Right-of-way and environmental constraints
- Intersections, including potential interaction between users of all modes
- Potential connections to existing network, including nearby transit services
- Inventory and condition of existing active transportation network

The CONSULTANT shall query the SAG at meeting #1 for prior relevant studies and then review and summarize relevant previous studies to ensure later tasks leverage work already done. Previous studies include (but are not limited to):

- SR 167 NEPA Re-Evaluation Ped-Bike and Transportation Resource Technical Memo
- Tahoma to Tacoma Trail Network
- Tacoma to Puyallup Regional Trail Connection Cohort documents

Findings from this task will be shared with the SAG and summarized in a technical memorandum.

#### **Assumptions:**

- *Up to two (2) field visits may be conducted for up to two (2) CONSULTANT staff. Field visits will take up to eight (8) hours each, including up to two (2) hours roundtrip travel time.*
- *The STATE will work with Evergreen State College and the Puyallup Tribe to provide existing conditions information for cultural resources*
- *SAG meeting as noted in Task 2*
- *Draft memorandum will be provided to SAG for one round of review*
- *10-day review period*

#### **Deliverables(s):**

- *Draft and Final Existing Conditions Technical Memorandum*

## **Task 4 – Develop Evaluation Criteria**

The CONSULTANT shall work with the SAG to develop guiding principles, a statement of Purpose and Need, and Practical Solution Essential Needs and Contextual Needs for the project. Guiding principles should include establishing preferred surface treatment, lighting requirements, typical width, and maintenance/access needs.

The CONSULTANT shall also work with the SAG to establish evaluation criteria that will be used to evaluate alignment alternatives. Criteria are expected to include: safety considerations, connection to other active transportation facilities, transit services, and key destinations (jobs, schools, parks, housing in regional centers), impact on traffic operations, environmental impacts (including land use, environmental justice populations, critical areas, threatened and endangered species, and cultural resources), additional right-of-way needs, ability to serve the most potential users, timeline constraints, maintenance, and concept level cost estimates. Consideration will be given to other projects in the project area and their potential provisions for bike/pedestrian trails.

### ***Assumptions:***

- *SAG meeting as noted in Task 2*
- *10-day review period for each draft deliverable*

### ***Deliverable(s):***

- *Draft and Final Guiding Principles*
- *Draft and Final Statement of Purpose and Need*
- *Draft and Final Evaluation Criteria*

## **Task 5 - Alternatives Refinement and Evaluation**

Based on data gathered in previous tasks, the CONSULTANT shall conduct a review of each alignment and propose refinements (if necessary). The CONSULTANT shall then develop concept level designs for each alternative that meet the criteria established in Task 4. The CONSULTANT shall provide planning level cost estimates for the refined concepts. The concepts will be illustrated in diagrams overlaid on aerial imagery. Planning level graphics may be produced if necessary to illustrate key concepts.

The CONSULTANT shall evaluate the three refined alternative alignments using the criteria established in Task 4. The CONSULTANT shall use Consumer Reports style tables to present the evaluation. The CONSULTANT shall note opportunities and constraints, which may include the viability of River Road or Levee Road to be reconfigured to accommodate an active transportation element and viability of River Road to be removed from the state highway system by a route jurisdiction transfer. Based on the evaluation of environmental screening criteria, the CONSULTANT shall provide an initial assessment of the potential National Environmental Policy Act (NEPA)/SEPA class of action for the three refined alternative alignments and the estimated duration/schedule to complete the environmental documentation.

Prior to finalizing the findings of this task, the CONSULTANT shall meet with the SAG to: review the results of the alternatives evaluation, solicit feedback and comments, and incorporate comments as necessary. The CONSULTANT shall prepare the Alternatives Evaluation Report summarizing the findings of Tasks 3 through 5.

**Assumptions:**

- SAG meeting as noted in Task 2
- Up to four (4) graphics for each of the three corridors
- The STATE will work with Evergreen State College to provide the evaluation of cultural resources
- Draft report will be provided to SAG for one round of review
- 10-day review period

**Deliverable(s):**

- Draft Alternatives Evaluation report
- Final Alternatives Evaluation report formatted in InDesign template

## Task 6 – Potential Funding Sources

The CONSULTANT shall identify potential sources that could be used for funding the design and/or construction of the preferred trail concept and provide a general approach to funding in a Summary Memorandum.

**Assumptions:**

- Identification of potential funding sources shall be summarized and included as an appendix in the Alternatives Evaluation Report (Task 5)
- Preparation of applications and performance of fundraising activities are not included

**Deliverable(s):**

- Draft and Final Potential Funding Source Summary Memorandum

## Schedule



**Key Milestone / Deliverable**

Month from NTP	+1	+2	+3	+4		+5	+6	+7	+8	+9
Task 1 – Project Management and Admin										
Task 2 – Stakeholder Outreach and Coordination										
Task 3 – Existing Conditions/ Review of Previous Studies										
Task 4 – Develop Evaluation Criteria										
Task 5 – Alternatives Refinement and Evaluation										
Task 6 – Potential Funding Sources										



Washington State  
Department of Transportation

Puget Sound Gateway SR 509/SR 167  
SR 509: 999 3rd Ave. Ste. 2200  
Seattle, WA 98104  
SR 167: 5720 Capital Blvd SE  
Turnwater, WA 98501  
206-454-1220  
TTY 1-800-833-6388  
www.wsdot.wa.gov

March 14, 2019

Dear Tacoma to Puyallup Regional Trail Connection Cohort;

**Letter of Understanding related to the Tacoma to Puyallup Regional Trail Connection Route Analysis Study**

The "PARTIES", consisting of the City of Fife, the City of Tacoma, the City of Puyallup, Pierce County, the Puyallup Tribe of Indians, Metro Parks Tacoma, and the Washington State Department of Transportation (WSDOT), desire to collaboratively work together to make the Tacoma to Puyallup Regional Trail Connection a reality. The Tacoma to Puyallup Regional Trail Connection is an envisioned corridor between downtown Tacoma and downtown Puyallup for people walking & biking that is physically separated from car traffic and safe for people of all ages and abilities.

The purpose of this Letter of Understanding is to commit the resources of the PARTIES to develop and execute agreements to participate in and fund a trail route analysis study. The Tacoma to Puyallup Regional Trail Connection route analysis study, hereinafter the "STUDY" will be administered by WSDOT, by a task order under a current General Engineering Consultant agreement. Each of the PARTIES will contribute funds for the STUDY, as outlined below, and will provide staff time at their own expense. The PARTIES will enter into an inter-governmental agreement with WSDOT to allow the transfer of funds to pay for the consultant work.

Funding contributions to be finalized by each party as they sign the LOU

Puyallup Tribe of Indians	\$30,000
Pierce County	\$30,000
City of Tacoma	\$30,000
City of Puyallup	\$20,000
City of Fife	\$20,000
Metro Parks Tacoma	\$20,000
Washington State Department of Transportation	\$30,000

The STUDY will assess the opportunities, constraints, and next steps for completing active transportation connections between Tacoma and Puyallup. The STUDY is step one, in a multi-step process. Possible future steps, not a part of this Letter of Understanding, may include environmental review and clearance, engineering, rights-of-way, construction, operations and maintenance.

**Tacoma to Puyallup Regional Trail Connection Route Analysis Study**

**March 14, 2019**

**Page 2**

The PARTIES fully anticipate that the follow-on inter-governmental agreements will be executed within the first four months of 2019, and the STUDY will be completed by the end of calendar year 2019.

By our signatures below, we commit to working together and accept the terms and conditions of this Letter of Understanding.

Sincerely,

A handwritten signature in cursive script, appearing to read "Craig Stone".

**Craig Stone  
Puget Sound Gateway Program Administrator  
Washington State  
Department of Transportation**

Tacoma to Puyallup Regional Trail Connection Route Analysis Study  
March 14, 2019  
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Concurrence by:

By Bill Stenrod 4-12-19  
Bill Stenrod date  
Chairman  
Puyallup Tribe of Indians

By Roxanne Miles 4/12/19  
Roxanne Miles date  
Director of Parks and Recreation  
Pierce County

By Shon Sylvia 4-17-19  
Shon Sylvia date  
Executive Director  
METRO Parks Tacoma

By Kurtis D. Kingsolver, PE 4/12/19  
Kurtis D. Kingsolver, PE date  
Public Works Director/City Engineer  
City of Tacoma

By Kevin Yamamoto 4-15-2019  
Kevin Yamamoto date  
City Manager  
City of Puyallup

By Steven Fiddle 4/12/19  
Steven Fiddle date  
Pike Community Development Director  
City of Pico  
By F.L. City Council Motion/Action  
February 26, 2019

## **Tacoma to Puyallup Regional Trail Connection: Project Background & Next Steps**

The Tacoma to Puyallup Regional Trail Connection is an envisioned corridor between downtown Tacoma and downtown Puyallup for people walking & rolling that is physically separated from car traffic and safe for people of all ages and abilities. The Tacoma to Puyallup Regional Trail Connection cohort is a coalition of local leaders dedicated to seeing this project come to fruition.

As a next step in making this trail connection a reality, the Tacoma to Puyallup Regional Trail Connection cohort plans to work with the Washington State Department of Transportation (WSDOT) on a route analysis study to assess the opportunities, constraints, and next steps for completing active transportation connection(s) between downtown Tacoma and downtown Puyallup. This study will be funded through a partnership between cohort member organizations and WSDOT, with in-kind support from the Puyallup Watershed Initiative Active Transportation Community of Interest, Downtown On the Go and ForeverGreen Trails. The study is anticipated to take approximately nine months and be completed in 2019.

The Tacoma to Puyallup Regional Trail Connection cohort has come to consensus on the following goals for this project:

### **PROJECT GOALS**

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**The Tacoma to Puyallup Regional Trail Connection will...**

#### **Safety**

- Be safe for, and be perceived as safe by, community members of all ages and abilities.
- Ensure safety & access for all active transportation modes.
- Protect vulnerable road users, reducing opportunities for vehicle collisions.

#### **Health & Equity**

- Provide residents, workers, and visitors with viable transportation options that are safe, healthy, and affordable – particularly those who are unable to drive due to age, ability, legal status, or access to a household vehicle.
- Make exercise and activity easier to incorporate into daily life.

#### **Livability & Economy**

- Strengthen the region's position as a vibrant community to live, work, and play.
- Create a spine that will connect with employment centers, transit nodes, community destinations, and existing and future trails.

#### **Environment**

- Provide transportation options that reduce oil consumption, greenhouse gas emissions, and stormwater runoff.

### **PROCESS GOALS**

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- Build cross-jurisdictional community buy-in on the route and design.
- Build jurisdictional buy-in on the selected route with local jurisdictions making connections to the spine.
- Select a route and design that balances aesthetics, efficiency and economy.
- Ensure project continuity beyond elected terms.
- Align this project with other significant projects in this corridor, including the Sound Transit Tacoma Dome Link Extension and Canyon Road Extension.



## CURRENT CONDITIONS

Currently, there is no safe route between downtown Tacoma and downtown Puyallup for people travelling on foot or by bike.

Natural barriers - including the Puyallup River and the 373-acre Swan Creek Park - make State Route 167/River Road the only direct route, but this 50 mph, five lane roadway has no sidewalks or bicycle facilities.

The Tacoma to Puyallup Regional Trail Connection represents a significant gap in our active transportation network. This map shows our community's existing paved regional trail network (dark green), fully funded trail connections (light green), and trail connections in active planning phases (yellow). The Tacoma to Puyallup Regional Trail Connection will fill a critical missing link – not only allowing residents and visitors to safely travel between downtown Tacoma and downtown Puyallup but also linking local communities - from the Key Peninsula, Gig Harbor, Fife, Ruston, Tacoma's Waterfront, Eastside and South End neighborhoods, Orting, South Prairie, Buckley, Enumclaw, and beyond - to one another.

*Map: Regional Trail Connections: Existing, Funded, and Projects in Active Planning Stages*



This trail network represents the backbone of our active transportation network – with on-street infrastructure such as bike lanes, sidewalks, and bike boulevards providing additional local connections.

## POTENTIAL CONCEPTUAL ALIGNMENTS

The Tacoma to Puyallup Regional Trail Connection cohort has identified three potential alignments for further study:

- SR167 Alignment (following the new completion of SR167) - Purple
- Levee Road Alignment - Blue
- River Road Alignment - Orange

These are high-level conceptual alignments – the Tacoma to Puyallup Regional Trail Connection Route Analysis Study will help further solidify route options and their relative merits.

**Tacoma to Puyallup Regional Trail Connection: Potential Conceptual Alignments (10.10.18)**





## WHY THIS PROJECT?

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### **Transportation Access: Linking our Communities**

The Tacoma to Puyallup Regional Trail Connection will provide safe access to jobs, schools, parks, and housing in our regional centers and beyond.

### **Connections to Transit**

This project will provide connect local residents and visitors to two regional transit centers: the Tacoma Dome Station and the Puyallup Station as well as future Sound Transit Link Light Rail stations.

### **Safety**

There were 358 people hit by cars while walking or bicycling in Pierce County in 2017 – one person every day. We need to build safe active transportation infrastructure if we have any hope of reducing these collisions.

### **Equity**

In Pierce County, low-income residents are more likely to bike & take transit than higher income residents (walking rates are consistently high across income levels). However, national data shows us that low income communities and people of color are less likely to have safe places to walk and bicycle in their neighborhoods. While active transportation is often framed as a great choice for getting around – for many folks it's the only feasible option – due to finances, age, legal status, or ability. A safe, connected, and accessible active transportation network is a critical element of an equitable transportation system.

### **A Shared Priority**

A safe bicycle and pedestrian connection between downtown Tacoma and downtown Puyallup is referenced in the adopted policy documents of every jurisdiction along the route, including:

- Puyallup Tribe of Indians Tribal Transportation Improvement Program 2016-2020
- Puget Sound Regional Council 2014 Active Transportation Plan Regional Bicycle Network Gap Map
- Pierce County 2014 Parks, Recreation and Open Space Plan
- City of Fife Comprehensive Plan, Transportation Element
- City of Puyallup Comprehensive Plan, River Road Corridor Plan
- City of Tacoma Transportation Master Plan

### **Tahoma to Tacoma Trail Network: \$13 Million per Year in Community Benefits**

The Tacoma to Puyallup Connection is a critical missing link in the Main Alignment of the Tahoma to Tacoma Trail Network, a 62.5-mile trail from Tacoma's Point Defiance Park to Mount Rainier National Park. In 2016, the Puyallup Watershed Initiative's Active Transportation Community of Interest commissioned a Tahoma to Tacoma Trail Network Benefit Report, and found that, once complete, the Main Alignment will provide approximately \$13 million per year in health, transportation, environmental, and economic benefits. The full report is available at [www.pwi.org/tahomatotacomareport](http://www.pwi.org/tahomatotacomareport).

## WHY NOW?

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There are major infrastructure projects planned for the Tacoma to Puyallup corridor and critical decisions are being made now that will affect this corridor for decades to come. These projects include:

- WSDOT's Puget Sound Gateway Program: SR167 Completion Project
- Sound Transit's Tacoma Dome Link Light Rail Extension – including the Puyallup River crossing
- Pierce County's Canyon Road Northerly Extension – including the Puyallup River crossing

We must act swiftly and collectively to ensure that these projects help us reach our shared vision for this corridor.

## **THE TACOMA TO PUYALLUP REGIONAL TRAIL CONNECTION COHORT**

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The Tacoma to Puyallup Regional Trail Connection cohort is made up of decision makers committed to seeing this trail connection come to fruition.

### **Tacoma to Puyallup Trail Regional Trail Connection Cohort**

- Annette Bryan, Tribal Council Member, Puyallup Tribe
- Roger Millar, Secretary of Transportation, Washington State Department of Transportation
- Victoria Woodards, Mayor, City of Tacoma
- John Palmer, Mayor, City of Puyallup
- Kim Roscoe, Mayor, City of Fife
- Dennis Hanberg, Director of Planning and Public Works, Pierce County
- John McCarthy, Commissioner, Port of Tacoma
- Erik Hanberg, Commissioner, Metro Parks Tacoma
- Andrew Strobel, Director of Planning and Land Use, Puyallup Tribe
- Jane Moore, Executive Director, ForeverGreen Trails
- Kristina Walker, Executive Director, Downtown On the Go
- Liz Kaster, Manager, Puyallup Watershed Initiative Active Transportation COI
- Hannah Miner, Community Engagement Lead/Trip Support, Puyallup Watershed Initiative Active Transportation COI

The project is co-led by the Puyallup Watershed Initiative's Active Transportation Community of Interest (AT COI) and Downtown On the Go.

For more information about Tacoma to Puyallup Regional Trail Connection and to sign up for project updates, visit [www.pwi.org/connect253](http://www.pwi.org/connect253).

# Exhibit B



Washington State  
Department of Transportation

Puget Sound Gateway SR 509/SR 167  
SR 509: 998 3rd Ave, Ste. 2200  
Seattle, WA 98104  
SR167: 5720 Capital Blvd SE  
Tumwater, WA 98501  
206-484-1220  
TTY 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

March 14, 2019

Dear Tacoma to Puyallup Regional Trail Connection Cohort;

**Letter of Understanding related to the Tacoma to Puyallup Regional Trail Connection Route Analysis Study**

The "PARTIES", consisting of the City of Fife, the City of Tacoma, the City of Puyallup, Pierce County, the Puyallup Tribe of Indians, Metro Parks Tacoma, and the Washington State Department of Transportation (WSDOT), desire to collaboratively work together to make the Tacoma to Puyallup Regional Trail Connection a reality. The Tacoma to Puyallup Regional Trail Connection is an envisioned corridor between downtown Tacoma and downtown Puyallup for people walking & biking that is physically separated from car traffic and safe for people of all ages and abilities.

The purpose of this Letter of Understanding is to commit the resources of the PARTIES to develop and execute agreements to participate in and fund a trail route analysis study. The Tacoma to Puyallup Regional Trail Connection route analysis study, hereinafter the "STUDY" will be administered by WSDOT, by a task order under a current General Engineering Consultant agreement. Each of the PARTIES will contribute funds for the STUDY, as outlined below, and will provide staff time at their own expense. The PARTIES will enter into an inter-governmental agreement with WSDOT to allow the transfer of funds to pay for the consultant work.

Funding contributions to be finalized by each party as they sign the LOU

Puyallup Tribe of Indians	\$30,000
Pierce County	\$30,000
City of Tacoma	\$30,000
City of Puyallup	\$20,000
City of Fife	\$20,000
Metro Parks Tacoma	\$20,000
Washington State Department of Transportation	\$30,000

The STUDY will assess the opportunities, constraints, and next steps for completing active transportation connections between Tacoma and Puyallup. The STUDY is step one, in a multi-step process. Possible future steps, not a part of this Letter of Understanding, may include environmental review and clearance, engineering, rights-of-way, construction, operations and maintenance.

Tacoma to Puyallup Regional Trail Connection Route Analysis Study  
March 14, 2019  
Page 2

The PARTIES fully anticipate that the follow-on inter-governmental agreements will be executed within the first four months of 2019, and the STUDY will be completed by the end of calendar year 2019.

By our signatures below, we commit to working together and accept the terms and conditions of this Letter of Understanding.

Sincerely,

A handwritten signature in cursive script, appearing to read "Craig Stone".

Craig Stone  
Puget Sound Gateway Program Administrator  
Washington State  
Department of Transportation

Concurrence by:

By Bill Sterod \_\_\_\_\_  
Bill Sterod date  
Chairman  
Puyallup Tribe of Indians

By Roxanne Milco 4/12/19  
Roxanne Milco date  
Director of Parks and Recreation  
Pierce County

By Shon Sylvia 4-12-19  
Shon Sylvia date  
Executive Director  
METRO Parks Tacoma

By Kurtis D. Kingsolver, PE 4/12/19  
Kurtis D. Kingsolver, PE date  
Public Works Director/City Engineer  
City of Tacoma

By Kevin Yamamoto 4-15-2019  
Kevin Yamamoto date  
City Manager  
City of Puyallup

By Steven Middle 4/12/19  
Steven Middle date  
Pife Community Development Director  
City of Pife  
By Pife City Council Motion/Action  
February 26, 2019