

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF TACOMA AND THE PORT OF
TACOMA REGARDING ON-GOING RIGHTS AND OBLIGATIONS
AT JULIA'S GULCH**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, on this 6th day of June, 2014 by and between the City of Tacoma, a municipal corporation of the State of Washington (the "City") and the Port of Tacoma, a port district organized under the laws of the State of Washington (the "Port"). The Port and the City are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the City and the Port own, as tenants in common, that certain real property commonly referred to as Julia's Gulch, which real property is legally described and depicted on Exhibit A as attached hereto ("Julia's Gulch" or the "Property"); and

WHEREAS, the City and the Port, as common owners of the Property, have previously entered into agreements regarding the management of the Property among other matters (e.g. Agreement Between the Port of Tacoma, the City of Tacoma and Cascade Land Conservancy Regarding Julia's Gulch dated January 3, 2008); and

WHEREAS, the City and the Port seek, by this Agreement, to clarify certain rights and responsibilities regarding the Property; and

WHEREAS, Chapter 39.34 of the Revised Code of Washington allows local governments to enter into interlocal agreements to make the 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 RCW, the Parties hereby agree as follows:

1. INCORPORATION OF RECITALS

Each of the recitals set forth above and any definitions contained therein, as well as all Exhibits herein referenced are incorporated into this Agreement as an integral part hereof and as though fully set forth herein.

2. PURPOSE

The purpose of this Agreement is to clarify the present state of rights and obligations the Parties have with regard to Julia's Gulch relevant to their intended use and ownership participation.

7. NO SEPARATE ENTITY CREATED

This Agreement does not create any separate or administrative entity. This Agreement shall be administered by the Parties' representatives defined in Section 6.1 and 6.2 above.

8. MODIFICATION OF AGREEMENT

This Agreement may be amended at any time in writing, upon approval of each Parties' respective legislative body.

9. DISPUTE RESOLUTION

The designated representatives herein shall use their best efforts to resolve disputes between the Parties relevant to this Agreement. If the designated representatives are unable to resolve a dispute, then any responsible Project directors for each party shall review the matter and attempt to resolve it. If the Project directors are unable to resolve the dispute, the matter shall be reviewed by the department director or chief executive officer of each Party or his or her designee.

The Parties agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

10. DURATION OF AGREEMENT AND TERMINATION

This Agreement shall continue in effect unless and until either party gives written notice to the other of that party's intent to terminate. Termination shall become effective after ninety (90) days' passage from the notice of intent to terminate. Any disputes over termination shall be handled in accordance with Section 9. above and any other applicable provisions of this Agreement. If this Agreement is terminated, there is no Port financial commitment for past costs of the City of Tacoma or Metro Parks.

11. NOTIFICATION

Any notice required or permitted to be given pursuant to this Agreement shall be in writing, and shall be sent postage prepaid by U.S. Mail, return receipt requested, to the following addresses or be electronic mail to the Parties' representatives defined in subsections 6.1 and 6.2 herein, unless otherwise indicated by the Parties to this Agreement.

12. VENUE

This Agreement shall be deemed to be made in the County of Pierce, State of Washington, and the legal rights and obligations of the City and Port shall be

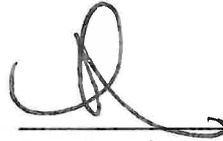
Date: _____

ATTEST:

City Clerk

Date: _____

APPROVED AS TO FORM:

A handwritten signature in black ink, consisting of a large, stylized initial 'A' followed by a cursive name.

Port Legal Counsel

Date: _____