

DRAFT

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE PORT OF TACOMA, THE PUYALLUP TRIBE AND THE CITY OF TACOMA
CONCERNING COST SHARING FOR
SUBAREA PLANNING IN THE TACOMA TIDEFLATS**

This Intergovernmental Agreement ("Agreement") is made by and between the Port of Tacoma ("Port"), the Puyallup Tribe of Indians ("Tribe") and the City of Tacoma ("City"), (collectively "Funding Parties" or "Parties").

WHEREAS, the Tacoma Tideflats are designated as one of nine Manufacturing Industrial Centers in the Puget Sound Regional Council's ("PSRC") regional development plan, VISION 2040; and

WHEREAS, the State Growth Management Act (GMA) requires that local comprehensive plans comply with VISION 2040, and directs local jurisdictions having one or more regionally designated centers to prepare a subarea plan for each such center, and

WHEREAS, the Tacoma Tideflats are of great significance to the Tribe, the Port, the City, the County and the entire region and state for reasons of economics, employment and the preservation and protection of natural and cultural resources, and

WHEREAS, the Parties acknowledge that a well-developed Plan for the Tideflats will provide mutual benefit, and wish to share in the costs of the Plan, and

NOW, THEREFORE, subject to the terms and conditions contained herein, the Port, Tribe, and City agree as follows:

Section 1. Objective

The Parties agree that the objective of this Agreement is to participate in funding a subarea planning process and plan that fully complies with all substantive and procedural requirements of the GMA, including the container port element RCW 36.70A.085.

Section 2. Work Plan.

The effectiveness of this Agreement and transfer of the funds is expressly contingent upon the Steering Committee's approval on a mutually satisfactory subarea planning and approval process ("Work Plan") no later than 60 days after signature of this Cost Sharing Agreement by all parties. The Work Plan should include at a minimum but not be limited to a timeline, budget, deliverables and input/outreach process. Some key elements will include: Economic prosperity for all; environmental remediation and protection; transportation and capital facilities plan; and public participation and outreach.

Section 3. Regional Participation.

The Parties agree that the subarea planning process funded through this Agreement will include regular consultation and information sharing among Tacoma, the Tribe, the Port, the County, and Fife ("Regional Agencies"). The Steering Committee shall consist of two elected leaders, and alternates from each Regional Agency. The County's representatives shall consist of the

County Executive and Chair of the County Council. The City's representatives shall consist of the Mayor, and the Chair of the Council's IPS Committee.

Section 4. Cost Sharing for Planning Work

The City and the Port each agree to provide up to \$500,000, and the Tribe up to \$200,000 for a total of up to \$1,200,000 for a subarea process and plan that meets the requirements of the PSRC and the GMA, including the extensive transportation element and the required Container Port element.

Section 5. Invoicing and Reimbursements

The City agrees to invoice the Port and Tribe for their respective portions of the costs every month. The Port and Tribe agree to reimburse the City for its respective portion of the costs within 30 days of receiving an invoice. As an alternative, the Port or Tribe may advance their portion of the costs via a lump sum payment. Following completion of the consulting work, the City will refund any unspent sums.

Section 6. No Limit on Existing Authority

This Agreement does not affect, enhance or diminish the underlying responsibilities or rights of any Party or transfer the responsibilities or rights of any Party to any other Party or any other entity.

Section 7. Effective Date, Duration and Termination

Expressly subject to Section 2 above, this Agreement shall be effective upon adoption by the Port of Tacoma Commission, and signature of the Mayor and/or City Manager of the City and the Chair of the Tribal Council. This Agreement shall remain in effect until completion of consulting work for a Tideflats Subarea Plan.

IN WITNESS WHEREOF, the Parties hereto have executed this Intergovernmental Agreement.

PORT OF TACOMA

Chief Executive Officer
Date: _____

APPROVED AS TO FORM:

Port Legal Counsel
Date: _____

PUYALLUP TRIBE

Tribal Chair
Date: _____

APPROVED AS TO FORM:

Tribal Counsel
Date: _____

CITY OF TACOMA

City Manager
Date: _____

APPROVED AS TO FORM:

Deputy City Attorney
Date: _____