

**CITY OF PACIFIC  
WASHINGTON  
RESOLUTION NO. 755**

**A RESOLUTION OF THE CITY OF PACIFIC, WASHINGTON, AUTHORIZING THE  
MAYOR TO EXECUTE AN AGREEMENT WITH THE CITY OF SUMNER REGARDING A  
MANUFACTURING AND INDUSTRIAL CENTER DESIGNATION**

WHEREAS, the City of Sumner (with the support of the City of Pacific) received a \$125,000 Growth Management grant for a consultant examination of the two cities' industrial areas for the possible submission of a Manufacturing & Industrial Center (M I C) designation application; and

WHEREAS, the MIC designation would mean that the City is promoting the use of its Industrial zoned properties to manufacturing and industrial clientele only; and

WHEREAS, in order to receive the M I C designation, significant information will need to be documented regarding existing and projected employment targets in the designated area. Moreover, information will need to be assembled in order to provide the two cities' decision makers whether this is an appropriate designation to seek; and

WHEREAS, the consultants will examine the existing conditions (area, zoning, employment bases), economic generators, barriers to designation, transportation (existing/deficiencies), investment needed and the potential return on investment with a final recommendation; and

WHEREAS, the project will involve joint Planning Commission meetings and has designated go/no decision points that will terminate the study for periodic City Council consideration; and

WHEREAS, if approved by the respective City Councils, the study is designed to develop the necessary documents that will apply for M I C designation through the Pierce County Regional Council; and

WHEREAS, the Interlocal Agreement establishes that the City of Sumner will administer the grant. The City of Pacific has been asked to contribute \$5,000 cash and \$15,000 in staff, Planning Commission and City Council time as a grant match,


**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC, WASHINGTON, DOES RESOLVE  
AS FOLLOWS:**

Section 1. The Pacific City Council hereby authorizes the Mayor of the City of Pacific to execute an INTERLOCAL AGREEMENT (attached as Exhibit A) with the City of Sumner for the Manufacturing and Industrial Center Designation study.

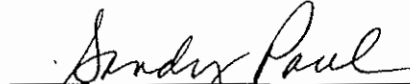
Section 2. This Resolution shall take effect and be in full force upon passage and signatures hereon.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 14<sup>th</sup> DAY OF JULY, 2008.

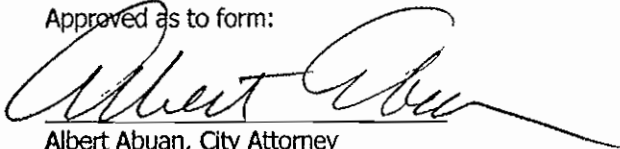
CITY OF PACIFIC

  
\_\_\_\_\_  
Mayor Richard Hildreth

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Sandy Paul - Lyle, City Clerk

Approved as to form:

  
\_\_\_\_\_  
Albert Abuan, City Attorney

## EXHIBIT A

### **INTERLOCAL AGREEMENT FOR CONDUCTING A MANUFACTURING INDUSTRIAL CENTER STUDY BETWEEN THE CITY OF PACIFIC AND THE CITY OF SUMNER**

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**WHEREAS**, this Agreement is entered into between the City of Sumner, a municipal corporation, hereinafter referred to as "Sumner" and the City of Pacific, a municipal corporation, hereinafter referred to as "Pacific", pursuant to RCW 39.34, the Interlocal Cooperation Act, for the purpose of conducting a manufacturing industrial centers study.

**WHEREAS**, Sumner has received state grant funding from the Community, Trade and Economic Development Department (CTED) for \$125,000 to conduct a manufacturing industrial center study with the City of Pacific; and

**WHEREAS**, Sumner has contracted with AHBL, a planning and engineering consulting company, to complete this study; and

**WHEREAS**, having such a study would assist in future planning and development of certain areas in both Sumner and Pacific and promote economic development and employment; and

**WHEREAS**, this project would allow the cities to jointly proceed forward with addressing Growth Management Act (GMA) issues affecting their cities. Sumner and Pacific are aware of the importance of developing and supporting a region-wide manufacturing strategy that promotes the use and re-use of existing Manufacturing/Industrial centers and, when necessary, the development of new centers; and

**WHEREAS**, the Project will be located within the boundaries of Sumner and Pacific and will serve both jurisdictions; and

**WHEREAS**, Sumner assumes lead agency responsibility for the delivery of the Project; and

**WHEREAS**, each city agrees that their respective staff will participate with the selected consultant in their performance of data collection and analysis and encourage elected and appointed board members attendance at joint planning meetings;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

**1. Purpose and Scope of Work.**

**A. PURPOSE.** The purpose is for the cities to hire a consulting firm that will gather relevant data and review existing land use and transportation information in preparation of a mutually beneficial Manufacturing/Industrial Centers Study to be implemented over abutting/existing Light Industrial areas, enhancing high intensity employment centers.

The cities will be able to coordinate and plan growth with common goals thus protecting the environment, sustaining economic development, and assuring the health, safety, and high quality of life currently enjoyed by their residents. It is the intent to create public interest by involving the citizens, communities, local governments, and private sector entities to cooperate and coordinate with one another in preparing this draft Manufacturing and

## EXHIBIT A

Industrial Center Study through innovative approaches to comprehensive land use planning practices, focusing the proposed work on the following GMA requirements:

- Focus urban growth in urban areas
- Reduce sprawl
- Provide efficient transportation
- Encourage economic development
- Process permits in a timely and fair manner (Planned Action Area)
- Retain open space and habitat areas and development of recreation opportunities
- Protect the environment
- Encourage citizen participation and regional coordination
- Ensure adequate public facilities and services

### **B. SCOPE OF WORK**

This project is to be funded by CTED's \$125,000 grant and both cities jointly agree to participate and are committed to a \$50,000 match with Sumner providing \$30,000 and the Pacific providing \$20,000 as follows: Sumner--\$15,000 cash and \$15,000 in-kind, and; Pacific--\$5,000 cash \$15,000 in-kind. Sumner and Pacific agree to jointly share the results of the study and to coordinate implementation of the recommendations. Each city will perform as follows:

#### **1. SUMNER'S ROLE IN THE COMPLETION OF PROJECT**

- a. Sumner shall assign a Project Manager ("PM") to manage the Project and administer the grant. Sumner shall keep Pacific advised of the Project status by providing Pacific with quarterly updates during the project.
- b. Sumner shall work with Pacific, expeditiously and in good faith, to develop administrative procedures necessary to achieve the smooth progress of the Project.
- c. Sumner shall accept lead agency responsibilities for receipt and administration of contracts, billings and payments.
- d. Sumner shall be responsible for the assuring completion of all phases of the project described within the CTED grant, attached as exhibit A.
- e. Sumner shall be responsible for all Project coordination, including grant compliance and the coordination necessary with all affected agencies, as required.

#### **2. PACIFIC'S ROLE IN THE PROJECT**

- a. Pacific shall assign a contact person to coordinate with Sumner's PM during the life of the Project.
- b. Pacific shall work with Sumner, expeditiously and in good faith, to develop administrative procedures necessary to achieve the smooth progress of the Project.

## EXHIBIT A

### **C. MISCELLANEOUS**

1. **Funding.** Should additional funding be required, Sumner and Pacific shall modify this Agreement, by amendment, duly signed and authorized by each party. The amendment(s) to this Agreement shall identify and address the authority and responsibilities associated with additional funding.
2. **Administration of Agreement.** Supervision of this position and administration of this Agreement shall be the responsibility of each city's Mayor or his/her respective designee. The CTED grant is to be administered by Sumner.
3. **Duration.** This Agreement shall be effective upon execution by each party and shall remain in full force and effect unless either party notifies the other in writing of its intent to terminate as provided in Section 4 of this Agreement.
4. **Termination.** Either party may terminate this Agreement, prior to Sumner's award of a contract, upon sixty (60) days written notice to the other party. Termination after Sumner's award of a contract shall only be granted if both parties agree to the termination and that all costs incurred to terminate are to be born by the terminating party. For the purposes hereof, the "Termination Date" shall be the sixtieth (60th) day after receipt of the termination notice, provided that upon receipt of a termination notice, all work on this Agreement shall cease, except as agreed to by the parties. Under no circumstances will either party be reimbursed for services rendered after the Termination Date.
5. **Modification.** This Agreement may be modified by further written agreement upon mutual acceptance by both parties.

## EXHIBIT A

### 6. Resolution of Disputes and Governing Law.

a. Alternative Dispute Resolution. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written Agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

b. Applicable Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this agreement cannot be submitted to arbitration, then it shall be commenced exclusively in the Pierce County Superior Court or the United States District Court, Western District of Washington as appropriate. The prevailing party in any such action before the courts shall be entitled to recover its costs of suit and reasonable attorneys' fees.

7. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

8. Hold Harmless. Both cities are self-insured and members of the Washington Cities Insurance Authority. Each party to this Agreement shall defend, indemnify and hold the other party, its appointed and elected officers and employees, harmless from claims, actions, injuries, damages, losses or suits including attorney fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault or negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, assigns, volunteers or representatives.

9. Non-Discrimination. Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, religion, age, marital status or disability in employment or the provision of services.

10. Severability. If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

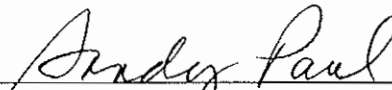
DATED this 29th day of August 2008.

EXHIBIT A

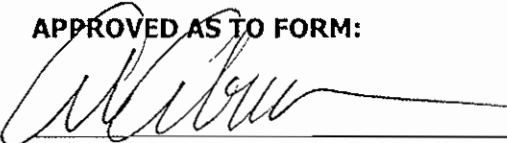
**CITY OF PACIFIC**

  
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Richard Hildreth, Mayor

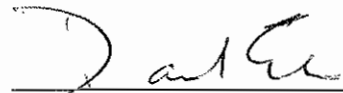
**ATTEST:**

  
\_\_\_\_\_  
Sandy Paul, City Clerk

**APPROVED AS TO FORM:**

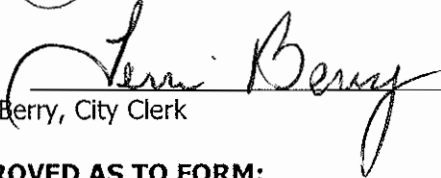
  
\_\_\_\_\_  
Al Abuan, City Attorney

**CITY OF SUMNER**


  
\_\_\_\_\_  
David Enslow, Mayor

  
\_\_\_\_\_  
John Doan, City Administrator

**ATTEST:**

  
\_\_\_\_\_  
Terri Berry, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Brett C. Vinson, City Attorney