RESOLUTION NO. 1443(S)
CITY OF SUMNER, WASHINGTON

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE PUGET SOUND REGIONAL COUNCIL FOR THE DESIGNATION OF THE SUMNER-PACIFIC MANUFACTURING/INDUSTRIAL CENTER AS A “REGIONAL CENTER” IN VISION 2040 AND AUTHORIZING A INTERLOCAL AGREEMENT WITH THE CITY OF PACIFIC.

WHEREAS, in 2009 the City of Sumner, in partnership with the City of Pacific, after completing an extensive planning process, adopted amendments to their respective Comprehensive Plans and approved the Sumner-Pacific Manufacturing/Industrial Center (MIC) designation and in 2010 adopted implementing development regulations; and

WHEREAS, the Puget Sound Regional Council (PSRC) requires the MIC to be designated a candidate regional center in the Pierce County Countywide Planning Policies; and

WHEREAS, on June 2, 2010, the City of Sumner, in partnership with the City of Pacific, submitted application to the Pierce County Regional Council (PCRC) for amendments to the Pierce County Countywide Planning Policies for the designation of the Sumner-Pacific MIC as a “candidate regional center;” and

WHEREAS, on March 17, 2011, the PCRC approved amendments to the Pierce County Countywide Planning Policies to designate the Sumner-Pacific MIC as a “candidate regional center;” and

WHEREAS, the amendments to the Pierce County Countywide Planning Policies must be ratified by at least 60 percent of the jurisdictions representing 75% of the county population; and

WHEREAS, on July 24, 2013, the amendments were ratified and the Sumner-Pacific MIC became a candidate regional center in the Pierce County Countywide Planning Policies; and

WHEREAS, the PSRC requires the MIC to contain at least 10,000 employees prior to application for a regional center designation; and

WHEREAS, the Sumner-Pacific MIC reached the minimum 10,000 employee level in June 2015; and

WHEREAS, the PSRC requires that the City of Sumner and the City of Pacific to enter into an interlocal agreement regarding submitting the application and committing to long range planning of the area; and

WHEREAS, the PSRC requires that the cities of Sumner and Pacific adopt resolutions authorizing staff to submit applications for the designation of the Sumner-Pacific MIC as a “regional center” in VISION 2040; and

WHEREAS, having the Sumner-Pacific MIC designated as a regional center in VISION 2040 will make the area a focus for manufacturing growth and for available funding for transportation and infrastructure improvements to support the employment and economic growth it the Puget Sound region; and
WHEREAS, a regional candidate center designation for the Sumner-Pacific MIC is consistent with the City of Sumner Comprehensive Plan and economic and land use goals.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON

Section 1. That city staff has the authority and direction to submit an application, in partnership with the City of Pacific, and separately if necessary, to the Puget Sound Regional Council for designation of the Sumner-Pacific Manufacturing/Industrial Center as a “regional center” in VISION 2040.

Section 2. Authorization. That the Mayor is authorized to execute the Interlocal Agreement with the City of Pacific, agreeing to prepare and submit an application to the Puget Sound Regional Council for designation of the Sumner-Pacific Manufacturing/Industrial Center as a “regional center” in VISION 2040. The Interlocal Agreement is hereby attached as Exhibit A and made a part hereof.

Section 3. Effective Date. This Resolution shall take effect and be in force immediately upon its passage.

APPROVED AND ADOPTED this 16th day of November, 2015.

Mayor David L. Enslow

ATTEST:  
City Clerk Terri Berry, MMC

APPROVED AS TO FORM:  
City Attorney Brett C. Vinson
INTERLOCAL AGREEMENT BETWEEN THE CITY OF PACIFIC AND THE CITY OF SUMNER FOR FILING A JOINT APPLICATION FOR A REGIONAL MANUFACTURING/INDUSTRIAL CENTER DESIGNATION AND LONG RANGE PLANNING.

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 applying for a Regional Manufacturing/Industrial Center (MIC) designation with the Puget Sound Regional Council (PRSC); and

WHEREAS, Sumner and Pacific completed a Manufacturing/Industrial Center study and plan in 2011 which was partially funded by a state grant of $125,000; and

WHEREAS, both Sumner and Pacific have adopted amendments to their respective Comprehensive Plans to include the MIC in policy and on the comprehensive plan map; and

WHEREAS, Sumner and Pacific applied to Pierce County Regional Council (PCRC) for designation as a Candidate Regional Center in 2011; and

WHEREAS, the PCRC voted on March 17, 2011 on a recommendation for approval of amendments to the Pierce County County-wide Planning Policies designating the Sumner-Pacific MIC as a “Candidate Regional Center”; and

WHEREAS, the Pierce County Council approved Ordinance No. 2011-35s on August 9, 2011 approving the amendments to the Pierce County County-wide Planning Policies as recommended by the PCRC; and

WHEREAS, the final ratification by the required jurisdictions for amending the Pierce County County-wide Planning Policies occurred on July 23, 2013 when the City of Buckley City Council voted on Resolution No. 13-07; and

WHEREAS, the Sumner-Pacific MIC has a current employment level in excess of 10,000 and therefore eligible to apply for a Regional MIC designation and meets criteria set forth in VISION 2040; and

WHEREAS, this project would allow the cities to jointly proceed forward with addressing Growth Management Act (GMA) issues affecting their cities and developing a subarea plan for the Sumner-Pacific MIC; and

WHEREAS, 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 consistent with VISION 2040; and
WHEREAS, Sumner and Pacific desire and recognize the need to jointly plan the Sumner-Pacific MIC to be consistent with GMA, VISION 2040, Pierce County County-wide Planning Policies, and their respective comprehensive plans; and

WHEREAS, Sumner and Pacific endeavor to jointly plan the Sumner-Pacific MIC and communicate and coordinate future amendments to each other’s respective comprehensive plans and development regulations as they relate to the long-term vision and goals of the Sumner-Pacific MIC as a Regional MIC; and

WHEREAS, Sumner and Pacific desire to have the Sumner-Pacific MIC be regionally designated by the PSRC in VISION 2040 for employment growth and grant opportunities; and

WHEREAS, Sumner assumes lead agency responsibility for the delivery of the application and managing the process through PSRC; and

WHEREAS, each city agrees that their respective staff will participate in preparing the application for a Regional Center designation by providing data collection and analysis, preparing documentation and participation in meetings; and

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 jointly apply for a Regional Manufacturing/Industrial Center (MIC) designation in the regional land use plan (VISION 2040) that is administered by the Puget Sound Regional Council (PSRC). Staff from the two cities will compile relevant data, review existing land use and transportation information and plans in preparation of the application.

   A Regional Manufacturing/Industrial Center designation will be mutually beneficial in applying for federal transportation grants through the PSRC. This Regional MIC designation would be the culmination of years of planning efforts and benefit the cities and the region in focusing resources on growth of industry and manufacturing activities and employment in the Puget Sound region close to population centers.

   The cities will coordinate and plan for long-term growth and development with common vision and goals thus protecting the environment, sustaining economic development, and assuring the health, safety, and high quality of life currently enjoyed by their residents. The Sumner-Pacific MIC is consistent with the Pierce County-wide Planning Policies, VISION 2040 and the State Growth Management Act (GMA) in that it would:

   - Focus urban growth in urban areas
   - Reduce sprawl
   - Provide efficient transportation
• Encourage economic development
• Retain open space and habitat areas and development of recreation opportunities
• Protect the environment
• Ensure adequate public facilities and services

B. SCOPE OF WORK.

The project includes the completion of a joint application and process through the PSRC for a Regional MIC designation in VISION 2040; and the long-term planning of the Sumner-Pacific MIC.

1. SUMNER'S ROLE IN THE PROJECT

a. Sumner shall assign a Project Manager ("PM") to manage the Project and administer the application. Sumner shall keep Pacific advised of the applications status by providing Pacific with monthly updates during the application process.

b. Sumner shall work with Pacific, expeditiously and in good faith, to develop administrative procedures necessary to complete the application and approval process on time.

c. Sumner shall work with Pacific, in good faith, to develop and adopt a long-term subarea plan for the Sumner-Pacific MIC over the next 2-years as required by VISION 2040.

d. Sumner shall be responsible for the assuring completion of all phases of the application and be the primary contact with PSRC.

e. Sumner shall be responsible for all coordination on the application, including compliance and the coordination with all affected agencies, as required.

f. Sumner will communicate and coordinate with Pacific on any and all amendments to the Sumner Comprehensive Plan and development regulations and other planning efforts (e.g. Transportation Plan) related to the Sumner-Pacific MIC.

g. Sumner will meet with Pacific in November of each year prior to the beginning of the annual comprehensive plan amendment cycle to: 1) review development in the Sumner-Pacific MIC over the last year; 2) discuss any amendments that may affect the Sumner-Pacific MIC; and 3) discuss potential amendments that are necessary to ensure growth and development consistent with a Regional MIC.
2. PACIFIC’S ROLE IN THE PROJECT

a. Pacific shall assign a contact person to coordinate with Sumner’s PM during the application and approval process.

b. Pacific shall work with Sumner, expeditiously and in good faith, to develop administrative procedures necessary to complete the application and approval process on time.

c. Pacific shall work with Sumner, in good faith, to develop and adopt a long-term subarea plan for the Sumner-Pacific MIC over the next 2-years as required by VISION 2040.

d. Pacific will communicate and coordinate with Sumner on any and all amendments to the Pacific Comprehensive Plan and development regulations and other planning efforts (e.g. Transportation Plan) related to the Sumner-Pacific MIC.

e. Pacific will meet with Sumner in November of each year prior to the beginning of the annual comprehensive plan amendment cycle to: 1) review development in the Sumner-Pacific MIC over the last year; 2) discuss any amendments that may affect the Sumner-Pacific MIC; and 3) discuss potential amendments that are necessary to ensure growth and development consistent with a Regional MIC.

C. AUTHORITY.

Nothing in this Agreement shall be interpreted as a delegation of legislative authority from one City to the other City. The parties agree that both parties must approve the final version of the joint application before it is submitted to PSRC. The parties further agree that if any comprehensive plan amendments or zoning code amendments are needed in order to facilitate the purpose of this Agreement, that each City Council shall make independent decisions on the same. The parties acknowledge that this Agreement does not allow Sumner to dictate any particular result on Pacific’s legislative decision-making, or vice versa.

D. MISCELLANEOUS.

1. Funding. Should additional funding be required, Sumner and Pacific shall discuss the need for the funding or to modify this Agreement. Any amendment of this Agreement shall be signed by the duly authorized representative of each party. The amendment(s) to this Agreement shall identify and address the authority and responsibilities associated with additional funding.

2. Administration of Agreement. Administration of this Agreement shall be the responsibility of each city’s Mayor or his/her respective designee.
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 upon sixty (60) days written notice to the other 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 the duly authorized representatives of both parties.

6. **Governing Law.** Applicable Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Washington.

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 Sumner is a member of the Washington Cities Insurance Authority (WCIA) and Pacific is a member of the Association of Washington Cities Risk Management Services Agency (RMSA). 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.

DATED this __ day of ____________________ 2015.
CITY OF PACIFIC

Leanne Guier, Mayor

Richard Gould

ATTEST:

City Clerk Corrine Wildoner,

APPROVED AS TO FORM:

City Attorney Carol Morris

Address:
City of Pacific
100 3rd Ave SE
Pacific, WA 98047

CITY OF SUMNER

Mayor David Enslow

City Administrator John Galle

ATTEST:

City Clerk Terri Berry

APPROVED AS TO FORM:

City Attorney Brett C. Vinson

Address:
City of Sumner
1104 Maple Street, Suite 200
Sumner, WA 98390