

**GCB 3208  
INTERLOCAL AGREEMENT BETWEEN  
WSDOT / PORT OF TACOMA REGARDING PARCEL 14**

This INTERLOCAL AGREEMENT (Agreement) is entered into between the Washington State Department of Transportation (WSDOT) and the Port of Tacoma (PORT), each individually referred to as a "Party" and collectively referred to as the "Parties."

**RECITALS**

- A. In 2015 the Legislature funded the construction of the Puget Sound Gateway Program (PROGRAM) through the Connecting Washington revenue package. The Legislature directed that \$130 million of the \$1.875 billion PROGRAM funding is to come through local funding sources.
- B. The PORT has entered into a Local Funding and Phasing Memorandum of Understanding (MOU) with WSDOT (Exhibit A), commencing on July 1, 2018, acknowledging that the PORT is one of eighteen (18) Local Agency Partners committed to provide matching funds/contributions commensurate with the benefits accrued from the PROGRAM at a local level, estimated to total \$30 million.
- C. The west segment of the State Route (SR) 167 Completion Project (PROJECT) is part of the PROGRAM, where WSDOT will construct a new highway from Interstate 5 to SR 509 near Alexander Avenue as shown on Exhibit B.
- D. The PORT, in recognition of the PROJECT's benefits for freight mobility at the Port of Tacoma, will contribute a total of \$30 million in matching funds and in-kind equivalent contributions to the PROJECT's costs, consistent with Engrossed Senate Bill 5096 § 306(20)(b).

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and mutual benefits and performances contained herein, and the attached Exhibits A, B, C, D, and E incorporated and made a part hereof, the Parties agree as follows:

**IT IS MUTUALLY AGREED AS FOLLOWS:**

**1. General**

- 1.1 This Agreement quantifies certain contributions of the PORT to be applied towards the PROJECT component of the PROGRAM as well as a credit towards the PORT's PROJECT contribution as described in this Agreement, and defines the roles and responsibilities between the Parties with respect to such contributions.
- 1.2 As part of the west segment of the PROJECT from I-5 to SR 509 known as Stage 1b, WSDOT will construct a new diverging diamond interchange at I-5, consisting of two (2) lanes in each direction from I-5 to 54<sup>th</sup> Avenue, a half interchange at 54<sup>th</sup> Avenue, one (1) lane in each direction from 54<sup>th</sup> Avenue to SR 509, new ramp connections to SR 509, new I-5 bridges for Hylebos Creek crossing, a



shared-use path, riparian restoration and wetland mitigation along Hylebos Creek and Surprise Lake Tributary, and associated utility relocation and local street vacations, as generally shown in Exhibit B hereto.

- 1.3 This Agreement is effective upon the last date of execution of both Parties and will terminate on the earlier to occur of PROJECT completion, or December 31, 2026, unless mutually extended by the Parties.

## **2. Payment**

- 2.1 The PORT agrees to contribute certain land known as a portion of PORT's Parcel 14, embankment material, and fencing (collectively the PROPERTY) to the PROJECT component of the PROGRAM. The land is shown and described in Exhibit C hereto. The embankment material and fencing are generally shown in Exhibit D hereto. The transfer of the PROPERTY shall be by Quitclaim Deed to WSDOT in substantially the form attached as Exhibit E hereto. The PROPERTY shall be used solely for public highway purposes and for no other purpose, and such restriction shall be included in the Quitclaim Deed. The PROPERTY will be transferred to WSDOT after the placement of embankment material by the PORT is completed. The embankment material will be placed by the PORT as generally shown in Exhibit D hereto and as specified by WSDOT. It is anticipated that placement of embankment material by the PORT will be completed by October 2021.

The value of the land, which is based on appraisal, is \$6,821,900. The value of the embankment material will be based on a survey of the total cubic yards of material in place once the PORT's placement of the material is completed, multiplied by \$27 per cubic yard for the first 102,870 cubic yards and \$20 per cubic yard for excess material. The current estimated quantity of excess material is 82,320 cubic yards. The value of the related silt fence will be based on the total length of silt fence in place that benefits the PROJECT, currently estimated at 3,432 lineal feet, multiplied by \$4 per lineal foot. The value of the perimeter fence located along the northwest corner of the property is 278 lineal feet multiplied by \$15 per lineal foot and eliminates the need for WSDOT to install limited access fencing in this location. The total aggregate value of the PROPERTY, including the land, embankment material, silt fence, and perimeter fence, contributed to the PROJECT by the PORT under this Agreement is a credit for the PORT and shall be subtracted from the PORT's \$30 million total contribution to the PROJECT under the MOU (Exhibit A). Any portion of the total contribution of \$30 million remaining to be paid after completion of the PROJECT will be applied to SR 167 Completion Project Stage 2, I-5 to SR 161.

## **3. Contract Administration**

- 3.1 The Parties do not by this Agreement create any separate legal or administrative entity. The Secretary of Transportation or his designee, and PORT Executive Director or his designee, shall be responsible for working with each other to administer the terms of this Agreement. The Parties do not intend to jointly own any real or personal property as part of this undertaking. The Parties will cooperatively work together to further the intent and purpose of this Agreement.

## **4. Dispute Resolution**



- 4.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: The Parties shall each appoint a member to a disputes board; these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with the aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for their own costs and fees.

## **5. Indemnification**

- 5.1 To the extent permitted by law, WSDOT and the PORT shall protect, defend, indemnify, and save harmless the other Party, their respective officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, the indemnifying Party's negligent or other wrongful acts or omissions, or the negligent or other wrongful acts or omissions of its employees, agents, contractors, consultants, licensees, or invitees, while acting within the scope of their employment, contract, license, or invitation, related to this Agreement. Neither WSDOT nor the PORT will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence or other wrongful act or omission of the other Party. Where such claims, suits, or actions result from concurrent negligence or other wrongful acts or omissions of WSDOT and the PORT or their employees, agents, contractors, consultants, licensees, or invitees, while acting within the scope of their employment, contract, license, or invitation, the indemnity provisions provided herein shall be valid and enforceable only to the extent of WSDOT's or the PORT's own negligence or other wrongful act or omission, or the negligence or other wrongful act or omission of its employees, agents, contractors, consultants, licensees, or invitees, while acting within the scope of their employment, contract, license, or invitation, related to this Agreement. WSDOT and the PORT agree that their respective obligations under this subsection extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, WSDOT and the PORT, by mutual negotiation, hereby waive, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW, and all other applicable Industrial Insurance / Worker's Compensation Acts or their equivalent in the applicable jurisdiction. Further, the indemnification obligations under this Agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable to or for any third party under Worker's Compensation Acts, Disability Benefit Acts, or other Employee Benefit Acts. In the event that WSDOT or the PORT incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing Party. This indemnification shall survive the termination of this Agreement.

## **6. Venue**

- 6.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties



hereto agree that any such action or proceedings shall be brought in Thurston County Superior Court.

## **7. Contacts and Notices**

- 7.1 Contact between the Parties, including but not limited to invoicing, agreement administration, and notices will be directed to the below identified contacts as follows or his/her designee or such other addresses as either Party may, from time to time, designate in writing:

**Port of Tacoma**

Sean Eagan  
Government Affairs Director  
PO Box 1837  
Tacoma, WA 98401  
Phone (253) 428-8663  
Email:  
[seagan@portoftacoma.com](mailto:seagan@portoftacoma.com)

**WSDOT Project Manager shall be:**

Steve Fuchs  
PO Box 47440  
Olympia, WA 98503  
Phone (360) 701-9413  
Email: [fuchss@wsdot.wa.gov](mailto:fuchss@wsdot.wa.gov)

## **8. Amendment**

- 8.1 This Agreement may be amended or modified only by the mutual agreement of the Parties, in accordance with each Party's respective processes. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

## **9. Severability**

- 9.1 Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

## **10. No Third-Party Beneficiaries**

- 10.1 This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third-party, nor shall any provision herein give any third-party any right of action against any party hereto.

## **11. Audits/Records:**

- 11.1 All records for the PROJECT in support of all costs incurred shall be maintained by WSDOT for a period of six (6) years after the termination of this Agreement. The PORT shall have full access to and right to examine said records, during normal business hours and as often as it deems necessary. Should the PORT require copies of any records, it agrees to pay the costs thereof. The Parties agree that the work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or the federal/state government.



**12. Signature Authority**

12.1 The PORT Executive Director was authorized to execute this Agreement by The Port of Tacoma Commission on the 10<sup>th</sup> day of March, 2021, at a regularly scheduled meeting.

**13. Recording**

13.1 Each Party will retain a copy of this Agreement in that Party's Office. In addition, prior to its entry into force, this Agreement shall be filed with the county auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

**14. Applicable Law**


14.1 This Agreement does not relieve either Party of any obligation under applicable law.

In Witness Whereof, the Parties hereto have executed this Agreement as of the date last written below.

Port of Tacoma

Washington State  
Department of Transportation

By   
Eric Johnson, Executive Director

By   
John White, Gateway Program  
Administrator


Date: 3/30/21

Date: 4/9/2021

Approved as to Form

Approved as to Form

By   
Port Attorney Heather Burgess

By   
Assistant Attorney General

Date: 3/20/21

Date: 4/7/2021



June 28, 2018

The Honorable Steve Hobbs  
Chair  
Senate Transportation Committee  
P.O. Box 40444  
Olympia, WA 98504-0444

The Honorable Judy Clibborn  
Chair  
House Transportation Committee  
P.O. Box 40600  
Olympia, WA 98504-0600

The Honorable Curtis King  
Ranking Member  
Senate Transportation Committee  
P.O. Box 40414  
Olympia, WA 98504-0414

The Honorable Mark Harmsworth  
Ranking Member  
House Transportation Committee  
P.O. Box 40600  
Olympia, WA 98504-0600

In the 2017 Legislative session, Engrossed Senate Bill 5096 Section 306(20)(b) directed WSDOT to develop a Memorandum of Understanding (MOU) to fund the \$130 million from local agency partners for the Puget Sound Gateway Program included in the 2015 Connecting Washington transportation revenue package. Engrossed Senate Bill 5096 stated that:

*The secretary of transportation must develop a memorandum of understanding with local project stakeholders that identifies a schedule for stakeholders to provide local matching funds for the Puget Sound Gateway project. Criteria for eligibility of local match includes matching funds and equivalent in-kind contributions including, but not limited to, land donations. The memorandum of understanding must be finalized by July 1, 2018. The department must submit a copy of the memorandum of understanding to the transportation committees of the legislature and report regularly on the status.*

In October 2017, WSDOT began a stakeholder process to help establish the local contributions necessary to achieve the \$130 million in local funding. The resulting Funding and Phasing Subcommittee, made up of 18 affected jurisdictions, has met five times. From this group, a grant-focused strategy emerged as the most feasible way to fund the \$130 million. A key element of the grant-focused strategy was to identify smaller project elements within the Gateway Program that provide clear and measurable benefits to local jurisdictions, called “Local Nexus Projects.” The Funding and Phasing Subcommittee met regularly to establish a process for determining benefits derived from the Local Nexus Projects, align on contributions, and develop the MOU.

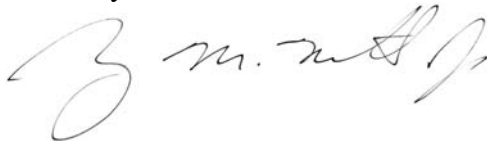


All 18 jurisdictions have endorsed and signed the attached Local Funding MOU.

Additionally, WSDOT and our local agency partners have already submitted four grant applications this spring for the Local Nexus Projects. We submitted three applications with the Puget Sound Regional Council (PSRC) and one with the Freight Mobility Strategic Investment Board (FMSIB). We received the FMSIB grant and two PSRC grants, totaling \$13 million, which combined with local match funding, brings the local contribution amount to over \$26 million for this initial grant cycle.

If you have any questions or would like to meet for an update on the [Puget Sound Gateway Program](#), please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Millar", written in a cursive style.

Roger Millar, PE, FASCE, FAICP  
Secretary of Transportation



# **Puget Sound Gateway Program SR 167 and SR 509 Completion Projects**

## **Local Funding and Phasing Memorandum of Understanding**

### **1. Participating Parties**

In addition to the Washington State Department of Transportation (WSDOT), the following Local Agency Partners constitute those parties currently participating in this Memorandum of Understanding pertaining to the local contribution requirement for the Puget Sound Gateway Program (Gateway Program):

- |                   |                       |                    |
|-------------------|-----------------------|--------------------|
| • Port of Seattle | • City of Burien      | • City of Milton   |
| • Port of Tacoma  | • City of Des Moines  | • City of Pacific  |
| • King County     | • City of Edgewood    | • City of Puyallup |
| • Pierce County   | • City of Federal Way | • City of SeaTac   |
| • City of Algona  | • City of Fife        | • City of Sumner   |
| • City of Auburn  | • City of Kent        | • City of Tacoma   |

### **2. Background and Purpose of MOU**

In July 2015, the Washington State Legislature and Governor Inslee acted to fund the Gateway Program through the Connecting Washington revenue package. The Gateway Program is comprised of two projects: the State Route 167 Completion Project and the State Route 509 Completion Project. These projects provide essential connections to the ports of Tacoma and Seattle and will help ensure that people and goods move more reliably through the Puget Sound region.

WSDOT is the lead project sponsor and is responsible for the planning, design and construction of the Gateway Program, as well as for its overall financial management. The program has been guided from its beginning by a Joint SR 167/SR 509 Executive Committee (Executive Committee), comprised of elected and appointed representatives of local jurisdictions served by the Gateway Program (Algona, Auburn, Burien, Des Moines, Edgewood, Federal Way, Fife, Kent, Milton, Pacific, Puyallup, SeaTac, Sumner, Tacoma, King County, Pierce County, Port of Seattle, and Port of Tacoma) as well as Federal Highway Administration, Washington State Transportation Commission, Washington State Department of Transportation, Puget Sound Regional Council, Sound Transit, Pierce Transit, and the Freight Mobility Strategic Investment Board.

Funding for the Gateway Program has been approved to come from the state gas tax, tolls, local contributions, and potential federal and state grants. Total funding for the Gateway Program, from the 2015 Connecting Washington transportation funding package, is \$1.875 billion, which includes local contributions of \$130 million. The program has been funded over a 16-year

timeline. Based on the legislative funding plan, major construction for a first stage would occur from 2019 through 2025, and a second stage from 2026 through 2030. Local contributions will be needed to construct both stage one and stage two projects.

In the 2017 Legislative session new language was enacted (Engrossed Senate Bill 5096 § 306(20)(b)) requiring development of a Memorandum of Understanding (MOU) between the Local Agency Partners and WSDOT. The legislature directed that:

*The secretary of transportation must develop a memorandum of understanding with local project stakeholders that identifies a schedule for stakeholders to provide local matching funds for the Puget Sound Gateway project. Criteria for eligibility of local match includes matching funds and equivalent in-kind contributions including, but not limited to, land donations. The memorandum of understanding must be finalized by July 1, 2018. The department must submit a copy of the memorandum of understanding to the transportation committees of the legislature and report regularly on the status.*

To this end, the Executive Committee of the Gateway Program convened a Funding and Phasing Subcommittee (Subcommittee) to develop a MOU that summarizes their planned future commitments and planned timing of those commitments to contribute to the SR 167 and SR 509 projects.

The Subcommittee goals include:

- Support efforts to build the Gateway projects on or ahead of schedule
- Create successful local partnerships
- Obtain sufficient local funding to build the Puget Sound Gateway projects
- Time grant-funding projects to support the project delivery schedule

The construct of local funding participation, when authorized by the legislative bodies of the relevant agencies through a series of forthcoming interlocal agreements, is based on the following projections:

	<b>SR 167</b>	<b>SR 509</b>	<b>TOTAL</b>
<b>Port contributions</b>	\$30 million	\$30 million	<b>\$60 million</b>
<b>Federal INFRA grant</b>	\$10 million	\$10 million	<b>\$20 million</b>
<b>Local agency partner match</b>	\$10 million	\$10 million	<b>\$20 million</b>
<b>Other Grants (PSRC, FMSIB, TIB)</b>	\$20 million	\$10 million	<b>\$30 million</b>
<b>Total</b>	<b>\$70 million</b>	<b>\$60 million</b>	<b>\$130 million</b>

### **3. Local Funding Strategy**

A key element of the local funding strategy is to identify projects within the Gateway Program that provide clear and measurable benefits to local jurisdictions. In the Gateway Program, these are called “Local Nexus Projects,” are designed to:



- Create a positive business case for Local Agency Partners by focusing on the parts of the program that are most relevant and important to local jurisdictions
- Leverage the potential to access significant grant funding to support local funding assumptions

In support of the local funding strategy, Local Agency Partners shall:

- Participate, co-fund match, and submit grant applications with support from Subcommittee staff, as identified in Section 6 of this MOU
- Combine local monetary and in-kind contributions and project funds to ensure fully-funded applications, as identified in Section 6 of this MOU
- Support the grant effort and avoid competition with the local projects in the year of application

The following Local Nexus Projects have been identified within the north (SR 509) and south (SR 167) segments of the Gateway Program:

<b>Gateway North (SR 509)</b>	<b>Gateway South (SR 167)</b>
188 <sup>th</sup> South Ramps	Meridian West Ramps
SeaTac Access, with Ramps to 28 <sup>th</sup> /24 <sup>th</sup> Avenue South	54 <sup>th</sup> Avenue East Ramps
Veterans Drive Extension	Interurban Trail
Lake to Sound Trail	Valley Avenue West Ramps
	Port of Tacoma Access/SR 509 Spur
	70 <sup>th</sup> Avenue E Bridge Relocation

If Local Nexus, INFRA, and any other pending grant projects become fully funded, these projects will contribute substantially toward the Legislative requirement for local match. Funding commitments will be achieved via an interlocal agreement from each signing party up to the amounts presented in this MOU. Local Agency Partner signatories to this MOU understand that once the local contribution requirements set forth in ESB 5096 (\$130 million) is achieved, that Local Agency Partners will not be required to commit to additional funds beyond what is outlined in this MOU. If additional grant funding or additional funds from other sources are obtained that fulfill the \$130 million local contribution requirement, the Secretary of Transportation and the Executive Committee will review and determine to either reduce local agency partner match payments, or recommend expanding scope of the Gateway Program, and amend each signing party's interlocal agreement accordingly.

#### **4. Local Participation Policy**

The Joint Executive Committee has agreed to a funding and phasing policy that structures local agency partner match requirements to be commensurate with the benefits accrued from the project at a local level. This policy states that:

*All local agency partners accrue some benefit from the Puget Sound Gateway Program. Partners receiving fewer benefits, however, are not expected to contribute as much as partners who receive more benefits. Direct benefits are those that are most quantifiable, but there are other components of value that include indirect, strategic and policy/social benefits. Both direct and indirect benefits will be assessed as part of the consideration of local contributions, because they are more easily quantifiable than strategic and policy/social benefits.*

All Local Agency Partner signatories of this MOU expect to seek approval of interlocal agreements to contribute a match to be applied to Local Nexus Projects at a level that reflects their respective anticipated level of benefit, as identified in Section 6 of this MOU.

## **5. Benefit Assessment Methodology**

The proposed financial participation by each partner is based on a general, qualitative assessment of the net benefits expected to be received by full completion of the Gateway Program. The assessment includes the following metrics, based on available project data and transportation modeling outputs:

- **Direct transportation linkages.** The location of direct access points for new limited access highways or other transportation infrastructure that benefits the community.
- **Effects on local sales taxes.** The impacts of the projects to sales tax receipts, both in terms of one-time construction sales taxes for the project, and ongoing sales taxes from impacts to commercial uses.
- **Travel time savings.** Overall travel time savings for local car and truck traffic associated with the projects.
- **Traffic diversion from local streets.** The diversion of, or increase in, traffic on local arterials due to the project, with associated positive impacts to traffic safety and local road maintenance.
- **Effects on local employment.** The potential effects of improved accessibility are reviewed, particularly in the context of access to new or potential employment uses.
- **Effects on developable residential lands.** The potential impacts of changes in traffic flow and accessibility on residential land development, with a focus on areas within the jurisdiction that are available for redevelopment.
- **Effects on developable employment lands.** The potential impacts of changes in traffic flow and accessibility on the development or redevelopment of commercial and industrial lands.
- **Achievement of local policy goals.** The alignment of the WSDOT Gateway Program with local plans and policies.
- **Environmental and social benefits.** Environmental and social benefits specifically linked to these projects, including upgrades to pedestrian and cycling infrastructure, and wetlands and riparian restoration.

The approach and findings of the benefits assessments have been provided to the Local Agency Partners.



## 6. Local Jurisdiction Anticipated Contributions to the Program

Based on results from the benefit assessment described in Section 5, contributions for each of the Local Agency Partners were determined by project stage in the tables below. Following execution of this MOU, interlocal agreements will be drafted for subsequent approval. Anticipated contributions only become binding commitments when embedded in interlocal agreements, and the conditions therein are approved by the proposed funding entity. Interlocal agreements between WSDOT and the respective Local Agency Partner must be in place for a project prior to issuance of the Request for Proposals (RFP) for any proposed construction contract. The interlocal agreements will become binding commitments, within the statutory authority of the Local Agency Partner, and will define the schedule of local match payments expected over the duration of each construction project stage.

WSDOT will exercise due diligence to develop and construct each project on schedule within the Gateway Program to the best of its abilities. Local Agency Partners will participate in project development reviews and project meetings in support of the Gateway Program.

If grant pursuits identified in the Stage 1 and Stage 2 tables below are not achieved sufficient to meet the \$130 million local contribution, additional grants will be pursued from the funding programs listed or from other funding programs that may become available over the life of the Gateway Program. If Local Nexus Projects go to construction without planned grants, the Local Agency Partner match funds will still be provided by agreement with WSDOT. If it is determined that a Local Nexus Project cannot be fully funded, WSDOT will review options with the Executive Committee. If an official decision is determined by the Executive Committee and the Secretary of Transportation that the Local Nexus Project is not to be included in a construction project, the Local Agency Partner match may be withdrawn.

### Stage 1 Grant Pursuits for Local Nexus Projects

Project	Estimated Construction Cost	Funding Program	Grant Target Amount	Target Due Mo/Year	Anticipated Construction Expenditure	Local Agency Partner Match	Partner Nexus
70 <sup>th</sup> Avenue E/Interurban Trail	\$32,245,600	FMSIB	\$5,000,000	Mar 2018	2019-2021	\$800,000 \$500,000 \$3,000,000	Fife Tacoma Port of Tacoma
		TIB	\$5,000,000	Aug 2018	2019-2021		
		State Capital & Transportation	\$1,400,000	Mar 2018	2019-2021		Fife
Veterans Drive/ SR516 Interchange	\$33,800,000	PSRC	\$4,500,000	Apr 2018	2021-2025	\$1,000,000	Kent
		TIB	\$5,000,000	Aug 2020	2021-2025	\$1,000,000	Kent
SeaTac Access	\$176,883,500	PSRC	\$4,500,000	Apr 2018	2021-2025	\$2,000,000 \$500,000	SeaTac (ROW in lieu) Des Moines

Port of Tacoma Access/509 Spur	\$323,042,000	PSRC	\$4,500,000	Apr 2018	2021-2025	\$1,500,000 \$3,000,000 \$800,000	Tacoma Port of Tacoma Fife
		FMSIB	\$5,000,000	Mar 2020	2021-2025		
All Gateway Program		INFRA	\$20,000,000*	Nov 2017	2019-2021		
SR 167 Stage 1		Port of Tacoma		Jan 2021	2021-2025	\$9,000,000	Port of Tacoma
SR 509 Stage 1		Port of Seattle		Jan 2021	2021-2025	\$15,000,000	Port of Seattle (expected in 2023-2025)
<b>Total Stage 1</b>			<b>\$54,900,000</b>			<b>\$38,100,000</b>	<b>\$93,000,000</b>

## Stage 2 Future Grant Pursuits for Local Nexus Projects

Project	Estimated Construction Cost	Funding Program	Grant Target Amount	Target Due Mo/Year	Anticipated Construction Expenditure	Local Agency Partner Match	Partner Nexus
Meridian Avenue Interchange		TBD	\$3,000,000	2022	2026-2030	\$2,000,000	Puyallup
Valley Avenue Interchange		TBD	\$3,000,000	2022	2026-2030	\$2,000,000	Pierce County
188 <sup>th</sup> Street Interchange improvements		TBD	TBD	2023	2026-2030	TBD	SeaTac
SR 167 Stage 2		TBD	\$4,000,000	2022	2026-2030	\$500,000 \$500,000	Edgewood (ROW in lieu) Sumner
		Port of Tacoma		Jan 2026	2026-2030	\$15,000,000	Port of Tacoma
SR 509 Stage 2		TBD	\$4,000,000	2024	2026-2030		
		Port of Seattle		Jan 2026	2026-2030	\$15,000,000	Port of Seattle
<b>Total Stage 2</b>			<b>\$14,000,000</b>			<b>\$35,000,000</b>	<b>\$49,000,000</b>
<b>Total Stages 1 &amp; 2</b>			<b>\$68,900,000</b>			<b>\$73,100,000</b>	<b>\$142,000,000</b>

\* – If no INFRA, apply for FHWA BUILD grant for Port of Tacoma Access (SR 509 Spur)

TBD – grant funding program pursuit to be determined in future

## 7. Terms and Termination

### 7.1. Amendments

This MOU shall be periodically reviewed and evaluated regarding the need for modifications or amendments by mutual determination of WSDOT and Local Agency Partners. Amendments to the MOU shall be required if program funding assumptions need to be adjusted that affect the ability to construct the identified Local Nexus Projects or the ability to achieve the \$130 million local contribution. Such amendments shall only be binding if they are in writing and signed by authorized personnel from all of the Local Agency Partners. Except as set forth in an amendment, the MOU will be unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict



between an amendment and the MOU or any earlier amendment, the terms of the most recent amendment will prevail.

If there is a conflict between subsequent interlocal agreements and the MOU or any earlier amendments, the terms of the interlocal agreements will prevail.

Changes that do not affect the ability to construct the identified Local Nexus Project or achieve the \$130 million local contribution shall be addressed through the interlocal agreement between WSDOT and the relevant Local Agency Partner.

## **7.2. Dispute Resolution**

Should any signatory to this MOU object at any time to any actions proposed or the manner in which the terms of this MOU are implemented, the Executive Committee shall hear the dispute first and if the disputant(s) is/are not satisfied with the Committee's proposed decision, the Committee will send to the Secretary of Transportation its proposed solution and all documentation relevant to the dispute. The Secretary of Transportation shall provide the Executive Committee with his/her advice on how to resolve the dispute within thirty (30) calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the Executive Committee shall prepare a written response that considers any timely advice or comments regarding the dispute from the Secretary of Transportation, signatories and other interested parties, and provide them with a copy of this written response. WSDOT will then proceed according to this final decision.

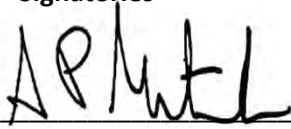
## **7.3 Conditions for Termination of Participation**

Subject to legislative appropriation and all applicable laws, each signatory shall ensure that the Gateway Program is carried out in accordance with the terms of the MOU and subsequent interlocal agreements. A signatory may terminate its participation in this MOU if its terms cannot be met and by providing written notice to the Secretary of Transportation and the Executive Committee a minimum of 180 calendar days before a project issues an RFP that relies on that local agency partner funding. Prior to providing written notice terminating participation, however, the signatories shall consult with WSDOT to determine whether an amendment to the MOU might be feasible. If a signatory terminates its participation, WSDOT will then consult with the Executive Committee to determine if project scope elements need to be removed if contributions are not realized in accordance with this understanding.

## **8. Period of Agreement.**

This MOU will commence on July 1, 2018 and will dissolve when the \$130 million of local contribution have been secured, or when the Local Nexus Projects have been constructed and are complete.

9. Signatories



Stephen P. Metruck  
Executive Director  
Port of Seattle

6/21/18

Date



John Wolfe  
Chief Executive Officer  
Port of Tacoma

5/30/18

Date



Dow Constantine  
County Executive  
King County

6/22/18

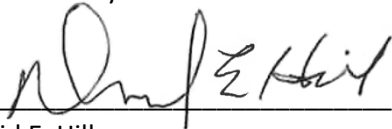
Date



Bruce Dammeier  
County Executive  
Pierce County

5/30/18

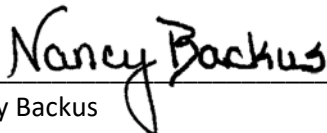
Date



David E. Hill  
Mayor  
City of Algona

6/25/18

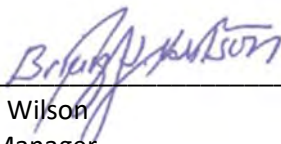
Date



Nancy Backus  
Mayor  
City of Auburn

6/11/18

Date



Brian Wilson  
City Manager  
City of Burien

6/17/18

Date

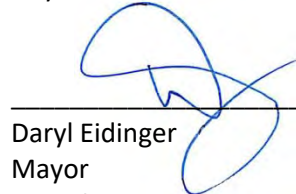




Michael Matthias  
City Manager  
City of Des Moines

6/26/18

Date



Daryl Eidinger  
Mayor  
City of Edgewood

6/13/18

Date



Jim Ferrell  
Mayor  
City of Federal Way

6/20/18

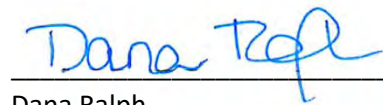
Date



Hyun Kim  
City Manager  
City of Fife

6/20/18

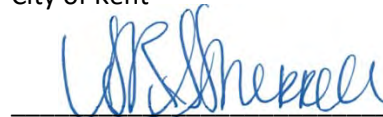
Date



Dana Ralph  
Mayor  
City of Kent

6/26/18

Date



Shanna Styron-Sherrell  
Mayor  
City of Milton

6/21/18

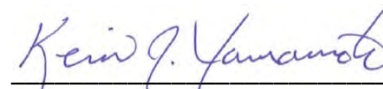
Date



Leanne Guier  
Mayor  
City of Pacific

6/21/18

Date



Kevin Yamamoto  
City Manager  
City of Puyallup

6/12/18

Date

*Appas Form:  
Malythyn and Butolo, Seatac*

Joseph Scorcio  
City Manager  
City of SeaTac

6/28/18

Date

*William L. Pugh*

William L. Pugh  
Mayor  
City of Sumner

6/8/18

Date

*Elizabeth A. Pauli*

Elizabeth A. Pauli  
City Manager  
City of Tacoma

6/27/18

Date

*Roger Millar*

Roger Millar  
Secretary of Transportation  
Washington State Department of Transportation

6/27/18

Date

**PRELIMINARY**  
Subject to Revision

**AGREEMENT #GCB 3208**  
**EXHIBIT B**

— STAGE 1A  
— STAGE 1B  
— STAGE 2

MATCH LINE SEE SHEET 2

FILE NAME c:\users\lamberl\pwwsdot\d0289901\XL5466_GCB3208_ILA_ExhlbtB_01.dgn										FED.AID PROJ.NO.		<div><div></div><div>Washington State Department of Transportation</div></div>		<div>SR 167</div> <div>I-5 TO SR 509</div> <div>CORRIDOR CONSTRUCTION</div>		<div>SHEET 1 OF 3 SHEETS</div>	
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DATE 1/4/2021						10 WASH											
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ENTERED BY B. SCHLECHTEN						LOCATION NO.											
CHECKED BY B. KRAMER																	
PROJ. ENGR. S. FUCHS																	
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										P.E. STAMP BOX		P.E. STAMP BOX					

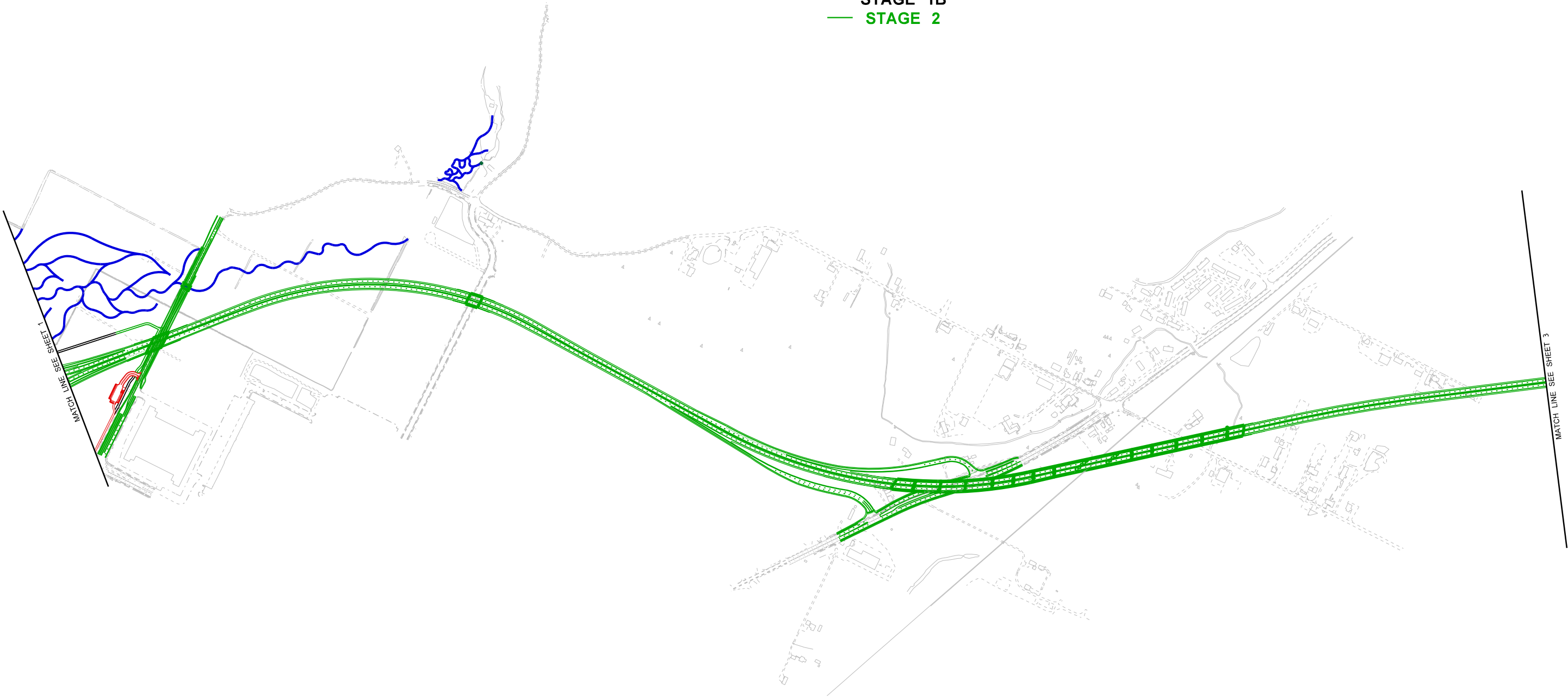
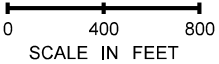
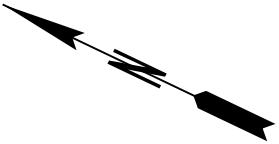


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AGREEMENT #GCB 3208  
EXHIBIT B

PRELIMINARY  
Subject to Revision

- STAGE 1A
- STAGE 1B
- STAGE 2



FILE 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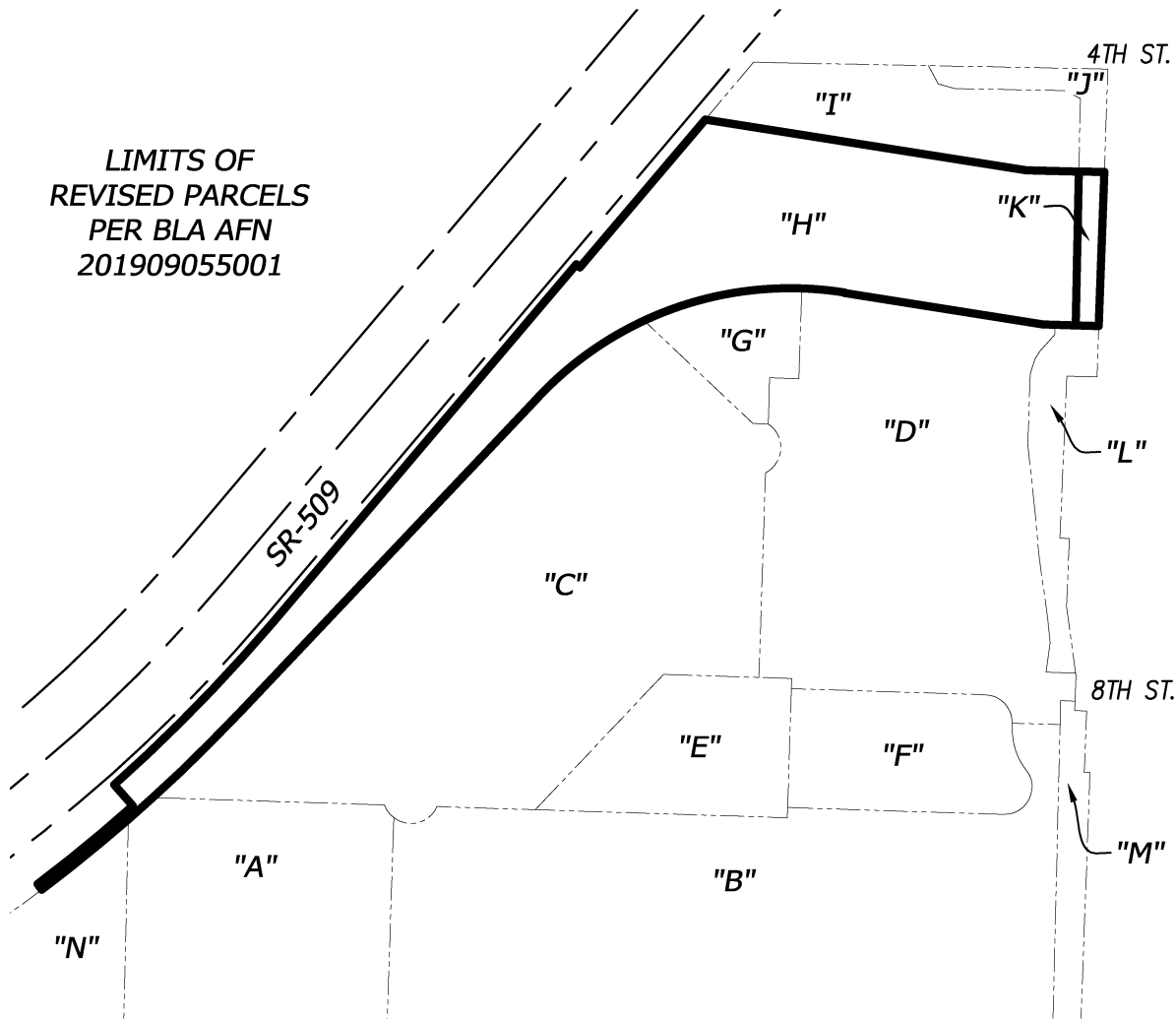
A horizontal scale bar with three tick marks. The first tick mark is at the left end and is labeled '0'. The second tick mark is in the middle and is labeled '400'. The third tick mark is at the right end and is labeled '800'. Below the scale bar, the text 'SCALE IN FEET' is written in all capital letters.

Subject to Revision

[illegible]

# GCB 3208 - EXHIBIT C

LIMITS OF  
REVISED PARCELS  
PER BLA AFN  
201909055001



P:\52001\52001\52001\Drawings\Exhibit\2019-10-16 - 15201 - Parcel H 201909055001 Exhibit.dwg last edited: 10/16/19 11:24am by sallsjg

SHEET TITLE  
**ILLUSTRATIVE EXHIBIT  
PORT OF TACOMA  
W.S.D.O.T. SR 167-SPUR  
INTERLOCAL AGREEMENT**

PREPARED BY  
**SITTS & HILL  
ENGINEERS, INC.**  
CIVIL ■ STRUCTURAL ■ SURVEYING  
4815 CENTER STREET TACOMA, WA. 98409  
PHONE: (253) 474-9449

SHEET  
**1 OF 1**  
PROJECT NO.  
**15201**

# **EXHIBIT**

## **REVISED PARCEL H DESCRIPTION BOUNDARY LINE ADJUSTMENT AFN 201909055001**

THAT PORTION OF SECTION 1, TOWNSHIP 20 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 20 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN;

THENCE NORTH 88°33'56" WEST, ALONG THE SOUTH LINE OF SAID SUBDIVISION, 692.48 FEET;

THENCE NORTH 01°22'39" EAST 43.66 FEET TO A POINT ON THE NORTH MARGIN OF 12TH STREET EAST AS CONVEYED TO THE CITY OF FIFE BY DEED RECORDED UNDER AUDITOR'S FILE NO. 201612120755 AND THE SOUTHEAST CORNER OF LEASE AREA RECORDED UNDER AUDITOR'S FILE NO. 201608230381;

THENCE ALONG SAID NORTH MARGIN, NORTH 88°33'56" WEST, 884.19 FEET;

THENCE CONTINUING ALONG SAID NORTH MARGIN, NORTH 86°56'46" WEST, 560.29 FEET;

THENCE CONTINUING ALONG SAID NORTH MARGIN, NORTH 88°34'00" WEST, 428.89 FEET;

THENCE CONTINUING ALONG SAID NORTH MARGIN, NORTH 81°46'01" WEST, 91.41 FEET;

THENCE NORTH 01°18'35" EAST 969.53 FEET TO THE NORTHWEST CORNER OF LEASE AREA AS DESCRIBED IN INSTRUMENT FILED UNDER PIERCE COUNTY AUDITOR'S FEE NUMBER 201608230381, SAID POINT BEING A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, AND FROM WHICH POINT THE RADIAL CENTER BEARS NORTH 41°05'01" WEST 3,425.02 FEET, AND THE POINT OF BEGINNING;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°56'56" AN ARC LENGTH OF 236.05 FEET TO THE SOUTHEASTERLY MARGIN OF STATE ROUTE 509; AS SHOWN ON WASHINGTON STATE DEPARTMENT OF TRANSPORTATION RIGHT OF WAY AND LIMITED ACCESS PLAN ENTITLED "SR 705 TO MARINE VIEW DRIVE, APPROVED JUNE 5, 1992;

THENCE ALONG SAID SOUTHEASTERLY MARGIN THE FOLLOWING COURSES:

NORTH 37°08'06" WEST 15.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, AND FROM WHICH POINT THE RADIAL CENTER BEARS NORTH 37°08'06" WEST 3,410.02 FEET;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°23'15" AN ARC LENGTH OF 261.13 FEET;

THENCE NORTH 41°31'21" WEST, 60.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, AND FROM WHICH POINT THE RADIAL CENTER BEARS NORTH 41°31'21" WEST 3,350.02 FEET;

THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°11'18" AN ARC LENGTH OF 478.76 FEET;

THENCE NORTH 40°17'22" EAST, 994.10 FEET;

REVISED PARCEL H DESCRIPTION

1 OF 2



THENCE SOUTH 49°42'38" EAST, 10.00 FEET;

THENCE NORTH 40°17'22" EAST, 409.70 FEET TO THE SOUTH LINE OF THE POND LEASE AREA AS DESCRIBED IN INSTRUMENT FILED UNDER PIERCE COUNTY AUDITOR'S FEE NUMBER 201608230381;

THENCE, ALONG SAID SOUTH LINE, SOUTH 80°58'48" EAST, 687.94 FEET;

THENCE, CONTINUING ALONG SAID SOUTH LINE, SOUTH 88°52'22" EAST, 110.71 FEET TO THE SOUTHEAST CORNER OF SAID POND LEASE AREA;

THENCE SOUTH 01°07'38" WEST, 325.29 FEET;

THENCE NORTH 88°29'41" WEST, 44.40 FEET TO THE NORTHEAST CORNER OF THE LEASE AREA AS DESCRIBED IN INSTRUMENT FILED UNDER PIERCE COUNTY AUDITOR'S FEE NUMBER 201608230381;

THENCE ALONG THE NORTHERLY AND WESTERLY LIMITS OF SAID LEASE AREA THE FOLLOWING COURSES:

NORTH 88°29'41" WEST, 24.39 FEET;

NORTH 80°58'53" WEST, 426.14 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 732.50 FEET;

THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°30'55", AN ARC LENGTH OF 620.26 FEET;

SOUTH 43°26'17" WEST 917.96 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 3425.02 FEET;

THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°25'37", AN ARC LENGTH OF 327.48 FEET TO THE NORTHWEST CORNER OF SAID LEASE AREA AND THE POINT OF BEGINNING.

DESIRAE SCHILLING, P.L.S.  
WASHINGTON REGISTRATION NO. 49289  
SITTS & HILL ENGINEERS  
4815 CENTER STREET  
TACOMA, WA 98409



REVISED PARCEL H DESCRIPTION

2 OF 2

# **EXHIBIT**

## **REVISED PARCEL K DESCRIPTION BOUNDARY LINE ADJUSTMENT AFN 201909055001**

THAT PORTION OF SECTION 1, TOWNSHIP 20 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 20 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN;

THENCE NORTH 88°33'56" WEST, ALONG THE SOUTH LINE OF SAID SUBDIVISION, 692.48 FEET;

THENCE NORTH 01°22'39" EAST 43.66 FEET TO A POINT ON THE NORTH MARGIN OF 12TH STREET EAST AS CONVEYED TO THE CITY OF FIFE BY DEED RECORDED UNDER AUDITOR'S FILE NO. 201612120755 AND THE SOUTHEAST CORNER OF LEASE AREA RECORDED UNDER AUDITOR'S FILE NO. 201608230381;

THENCE ALONG SAID NORTH MARGIN, NORTH 88°33'56" WEST, 884.19 FEET;

THENCE CONTINUING ALONG SAID NORTH MARGIN, NORTH 86°56'46" WEST, 560.29 FEET;

THENCE CONTINUING ALONG SAID NORTH MARGIN, NORTH 88°34'00" WEST, 428.89 FEET;

THENCE CONTINUING ALONG SAID NORTH MARGIN, NORTH 81°46'01" WEST, 91.41 FEET;

THENCE NORTH 01°18'35" EAST 969.53 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, AND FROM WHICH POINT THE RADIAL CENTER BEARS NORTH 41°05'01" WEST 3,425.02 FEET;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°56'56" AN ARC LENGTH OF 236.05 FEET TO THE SOUTHEASTERLY MARGIN OF STATE ROUTE 509; AS SHOWN ON WASHINGTON STATE DEPARTMENT OF TRANSPORTATION RIGHT OF WAY AND LIMITED ACCESS PLAN ENTITLED "SR 705 TO MARINE VIEW DRIVE, APPROVED JUNE 5, 1992;

THENCE ALONG SAID SOUTHEASTERLY MARGIN THE FOLLOWING COURSES:

NORTH 37°08'06" WEST 15.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, AND FROM WHICH POINT THE RADIAL CENTER BEARS NORTH 37°08'06" WEST 3,410.02 FEET;

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THENCE NORTH 40°17'22" EAST, 994.10 FEET;

THENCE SOUTH 49°42'38" EAST, 10.00 FEET;

REVISED PARCEL K DESCRIPTION

1 OF 2

THENCE NORTH 40°17'22" EAST, 409.70 FEET TO THE SOUTH LINE OF THE POND LEASE AREA AS DESCRIBED IN INSTRUMENT FILED UNDER PIERCE COUNTY AUDITOR'S FEE NUMBER 201608230381;

THENCE SOUTH 80°58'48" EAST, ALONG SAID SOUTH LINE, 687.94 FEET;

THENCE CONTINUING ALONG SAID SOUTH LINE, SOUTH 88°52'22" EAST 110.71 TO THE SOUTHEAST CORNER OF SAID POND LEASE AREA AND THE POINT OF BEGINNING;

THENCE SOUTH 88°52'22" EAST 53.86 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 1;

THENCE SOUTH 02°01'48" WEST, ALONG SAID WEST LINE, 325.65 FEET;

THENCE NORTH 88°29'41" WEST 48.73 FEET;

THENCE NORTH 01°07'38" EAST 325.29 FEET TO THE POINT OF BEGINNING.

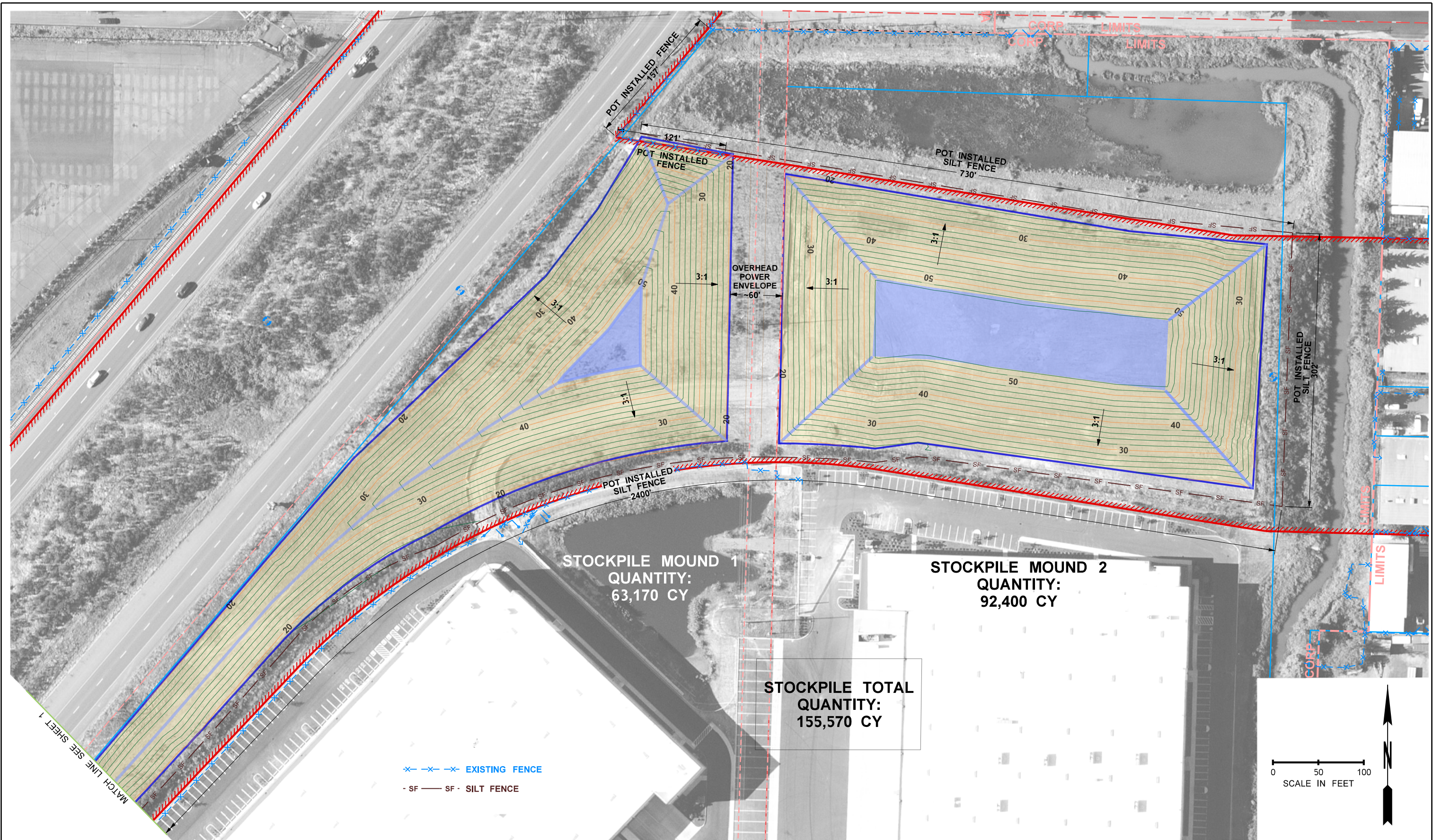
DESIRAE SCHILLING, P.L.S.  
WASHINGTON REGISTRATION NO. 49289  
SITTS & HILL ENGINEERS  
4815 CENTER STREET  
TACOMA, WA 98409













FILE NAME c:\users\zap\pwws\dotd0170275\Stockplle_Area_P14.dgn										FED.AID PROJ.NO.		<div><div></div><div>Washington State Department of Transportation</div></div>		SR 167 I-5 TO SR 509 NEW EXPRESSWAY		PLAN REF NO
TIME 1:02:48 PM				REGION NO. 10	STATE WASH											
DATE 12/15/2020				JOB NUMBER												
PLOTTED BY zap\ean				CONTRACT NO. XL5466		LOCATION NO.										
DESIGNED BY A. ZAPPE										<div><div></div><div>Washington State Department of Transportation</div></div>		EXHIBIT D GCB 3208		SHEET 1 OF 1 SHEETS		
ENTERED BY A. ZAPPE																
CHECKED BY G. MAKHLOUF																
PROJ. ENGR. C. SODERQUIST																
REGIONAL ADM. J. WHITE		REVISION	DATE	BY												



**STOCKPILE MOUND 1**  
**QUANTITY:**  
**63,170 CY**

**STOCKPILE MOUND 2**  
**QUANTITY:**  
**92,400 CY**

**STOCKPILE TOTAL  
QUANTITY:  
155,570 CY**

 EXISTING FENCE  
 - SF — SF - SILT FENCE

- SF — SF - SILT FENCE

A horizontal scale bar with a black line. Below the line are three tick marks labeled '0', '50', and '100'. The text 'SCALE IN FEET' is centered below the line.

**LIMITS**

PLAN REF NO
-------------

SHEET  
1  
OF  
1  
SHEETS



GCB 3208 – Exhibit E

After recording return document to:

State of Washington  
Department of Transportation  
Real Estate Services Office  
P O Box 47338  
Olympia WA 98504-7338

**Document Title: Quitclaim Deed**

**Reference Number of Related Document:**

**Grantor(s):**

**Grantee(s): State of Washington, Department of Transportation**

**Legal Description:**

**Additional Legal Description is on Page of Document.**

**Assessor's Tax Parcel Number:**

## QUITCLAIM DEED

State Route .

The Grantor(s), **Port of Tacoma, A Municipal Corporation**, for and in consideration of per the \_\_\_\_\_ agreement (**enter name and number of agreement**) dated \_\_\_\_\_ (**enter date**) convey(s) and quitclaim(s) to the **State of Washington, acting by and through its Department of Transportation**, Grantee, the following described real property, and any after acquired interest therein, situated in Pierce County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

For legal description and additional conditions  
See Exhibit A attached hereto and made a part hereof.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and

FA No.  
Project No.  
Parcel No.

**QUITCLAIM DEED**

until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

## QUITCLAIM DEED

Dated: \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Accepted and Approved

STATE OF WASHINGTON  
Department of Transportation

By: \_\_\_\_\_

Title

Authorized Signatory

Date: \_\_\_\_\_

Acknowledgment



**QUITCLAIM DEED**

**EXHIBIT A**

Grantor's Initials