

RESOLUTION NO. 1647

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE PUYALLUP TRIBE OF INDIANS REGARDING GOVERNMENTAL SERVICES

WHEREAS, Fife and the Tribe, along with other municipal governments, the State of Washington, the United States of America, the Port of Tacoma, two railroads and two committees representing various property and business owners, are parties to the Land Claims Settlement Agreement dated August 27, 1988 ("Agreement"); and

WHEREAS, a dispute has arisen between the State of Washington and the Tribe regarding the correct interpretation of Agreement Section VIII(A)(4). The Tribe and the State have tentatively reached an agreed interpretation of Section VIII(A)(4) and have proposed that Pierce County, and all of the municipal governments that were signatory to the Agreement sign a document entitled "Third Limited Modification of Settlement Agreement concerning Section VIII(A)(4) of the Agreement among the Puyallup Indian Tribe, State of Washington, Pierce County, City of Tacoma, City of Fife, City of Puyallup and Port of Tacoma" (hereinafter referred to as the "Limited Modification"); and

WHEREAS, Fife is the only city whose jurisdictional boundaries are located entirely within the exterior boundaries of the Puyallup Indian Reservation; and

WHEREAS, the Tribe is a sovereign Indian government that exercises governmental jurisdiction throughout the Puyallup Indian Reservation; and

WHEREAS, the Tribe and Fife have always recognized this unique relationship between their two governments and their respective jurisdictional authority, even to the point of having special economic provisions in the Agreement that only apply to Fife; and

WHEREAS, Fife is desirous of assisting the Tribe in resolving its dispute with the State, and apparently the State has insisted the Limited Modification be executed by all of the parties that are listed in the Limited Modification; and

WHEREAS, the Tribe and Fife have in the past entered into numerous agreements to take into consideration the unique relationship between the Tribe and Fife and how their respective governmental authority would be exercised relative to a specific project. Given that the Limited Modification relates to general governmental authority, the Tribe and Fife recognize this as a good opportunity to enter into an Interlocal Agreement in order to establish operational standards

that the Tribe and Fife will follow on reservation within the Fife municipal boundaries as it relates to the governmental services offered by the City of Fife; and

WHEREAS, the intent of the attached interlocal agreement is to designate which Party will provide what service and how that service will be provided and under what condition. This Interlocal Agreement is not intended, nor should it be construed as an expansion, or a limitation upon either the Tribe's or City's jurisdictional, sovereign, or governmental authority; now, therefore

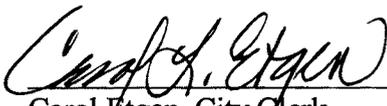
BE IT RESOLVED that the City Council hereby authorizes the City Manager to execute the the Interlocal Agreement between the City of Fife and the Puyallup Tribe of Indians regarding Governmental Services, substantially in the form attached hereto as Exhibit A, with the City Manager authorized to make non-material modifications prior to execution.

ADOPTED by the City Council at an open public meeting held on the 10th day of February, 2015.



Tim Curtis, Mayor

Attest:



Carol Etgen, City Clerk

EXHIBIT A TO RESOLUTION 1647

INTERLOCAL
BETWEEN
THE CITY OF FIFE AND THE PUYALLUP TRIBE OF INDIANS
REGARDING
GOVERNMENTAL SERVICES

1. Date and Parties. This agreement (“Interlocal Agreement”), for reference purposes only, is dated the ___ day of February, 2015, and is entered into between the City of Fife, a Washington municipal corporation (hereinafter “City”, “Fife” or “City of Fife”) and the Puyallup Tribe of Indians, a sovereign Indian government (hereinafter the “Tribe”) under authority of the Interlocal Cooperation Act (RCW 39.34), the general laws governing the non charter code cities within the State of Washington, and the Constitution and Bylaws of the Tribe.

2. General Recitals and Interlocal Agreement Purpose.

2.1. Fife and the Tribe, along with other municipal governments, the State of Washington, the United States of America, the Port of Tacoma, two railroads and two committees representing various property and business owners, are parties to the Land Claims Settlement Agreement dated August 27, 1988 (“Agreement”).

2.2 A dispute has arisen between the State of Washington and the Tribe regarding the correct interpretation of Agreement Section VIII(A)(4). The Tribe and the State have tentatively reached an agreed interpretation of Section VIII(A)(4) and have proposed that Pierce County, and all of the municipal governments that were signatory to the Agreement sign a document entitled “Third Limited Modification of Settlement Agreement concerning Section VIII(A)(4) of the Agreement among the Puyallup Indian Tribe, State of Washington, Pierce County, City of Tacoma, City of Fife, City of Puyallup and Port of Tacoma” (hereinafter referred to as the “Limited Modification”).

2.3 Fife is the only city whose jurisdictional boundaries are located entirely within the exterior boundaries of the Puyallup Indian Reservation.

2.4 The Tribe is a sovereign Indian government that exercises governmental jurisdiction throughout the Puyallup Indian Reservation.

2.5 The Tribe and Fife have always recognized this unique relationship between their two governments and their respective jurisdictional authority, even to the point of having special economic provisions in the Agreement that only apply to Fife.

2.6 The Tribe and Fife have in the past entered into numerous agreements to take into consideration the unique relationship between the Tribe and Fife and how their respective governmental authority would be exercised relative to a specific project. Given that the Limited Modification relates to general governmental authority, the Tribe and Fife recognize this as a good opportunity to enter into this Interlocal Agreement in order to establish operational standards that the Tribe and Fife will follow on reservation within the Fife municipal boundaries as it relates to the governmental services offered by the City of Fife.

2.8 This is an interlocal agreement the intent of which is to designate which Party will provide what service and how that service will be provided and under what condition. This Interlocal Agreement is not intended, nor should it be construed as an expansion, or a limitation upon either the Tribe's or City's jurisdictional, sovereign, or governmental authority.

3. Interlocal Agreement Term. This Interlocal Agreement shall be effective upon execution by both parties and shall remain in effect so long as the Limited Modification remains in effect, or until such time as the Parties, by mutual agreement, decide to terminate the Interlocal Agreement. The termination of this Interlocal Agreement shall not impact the rights of either Party relative to processing a claim through the arbitration process that arose prior to the Interlocal Agreement termination date, or regarding enforcing any Arbitrator's award obtained as a result of said arbitration.

4. Interlocal Agreement Interpretation.

4.1 The words in the Interlocal Agreement shall be given their common and ordinary meaning. If a word or phrase in this Interlocal Agreement is intended to have a specialized meaning, then the first letter of the word, or in the case of a phrase the first letter of each word in the phrase, shall be capitalized.

4.2 In interpreting the Interlocal Agreement terms, there shall be no presumptions arise favoring either party by virtue of the authorship of any of its provisions.

4.3 This Interlocal Agreement constitutes the complete and final agreement of the parties, and replaces and supersedes all oral and/or written proposals and agreements heretofore made by the parties on the subject matter. No provision of this Interlocal Agreement may be amended or added to except by agreement, in writing, signed by both parties.

5. Interlocal Agreement Administration. The parties do not by this Interlocal Agreement create any separate legal or administrative entity. The parties do not intend to jointly own any real or personal property as part of this undertaking. Each party shall be responsible for compliance with any applicable federal or state laws and regulations regarding the retention and dissemination of public records.

6. Transportation System.

6.1 Fife has a public transportation network throughout the City of Fife that benefits all properties, residents, and businesses within Fife. The transportation network improvements are designed, constructed, and maintained in accordance with duly adopted standards of road classifications adopted by Fife.

6.2 From time to time it may become necessary for Fife to acquire along its existing transportation network sufficient right-of-way to improve, expand or repair a portion of the transportation network. The Tribe agrees that it will meet and discuss the proposed need for an easement on land owned by the Tribe, regardless of whether it is held in fee, or in Trust, in order to make the improvement to the transportation network, and, if the Tribe agrees that it is needed and that the provision of the easement can be accomplished in a location that will not conflict with the Tribe's use of the land, then the Tribe will provide an easement to Fife for said purpose so long as the easement area is used by the City for public transportation purposes, and

the Tribe is paid fair compensation for the value of the easement. The proposed improvement must be on the duly adopted City Transportation Plan, the request for the easement must be received by the Tribe at least six (6) months before construction of the improvement is to commence, and the City must have funding for the intended improvement. If the above conditions are met, the Tribe shall provide said easement within three (3) months of receiving the request. The City and Tribe may jointly waive any of the time requirements set forth in this section if they determine it is in their mutual best interests to do so. If a dispute arises as to fair compensation, then the Parties agree that the matter shall be submitted to the dispute resolution process set forth in paragraph 16 below.

6.3 If the Tribe intends to develop any property that will abut a City right of way, or have access onto a City Street, then it agrees to comply with the standards for street frontage improvements, including street access design and construction, that are set forth in the City's duly adopted regulations, and construct any said improvements that are required by those standards. The Tribe shall provide an easement to the City for any sidewalks or other transportation system improvements that it will be making that will be part of the City's transportation network.

7. Utilities.

7.1 The City owns and operates a public water system and a public sanitary sewer system. The public water system is used to provide potable water, irrigation water, and fire suppression water to all lands within the City.

7.2 The City agrees to provide water and sanitary sewer service to all Tribal owned properties and tribal owned businesses within the City, on both fee and trust land, upon the same terms and conditions said services are offered to other property owners and businesses in the City, including the timely payment of all fees and charges that are required of all of the City's public sanitary sewer and public water system customers. It is agreed that in lieu of any lien rights the City might otherwise have, the City accepts, and the Tribe hereby provides its commitment to timely pay all fees for service charged by the City for providing sanitary sewer service or water service to Tribal owned businesses and Tribal owned property, regardless of whether or not said business or property is on fee or Trust land. This obligation to pay extends to charges for repairs, replacement, usage, and such other charges that are made in accordance with the City's adopted regulations that are applicable to all system users within the City.

7.3 From time to time the City may need to expand, improve, replace and/or maintain a portion of the sanitary sewer collection system, the water system distribution network, or the storm water collection system that are in or adjacent to the City's transportation system network. To the extent that there is a need for a portion of the improvement to be located on property owned by the Tribe either in fee or in Trust, the Tribe agrees that it will meet and discuss the proposed need for the project and for an easement on the Tribe's , and, if the Tribe agrees that it is needed and that an easement can be provided without conflicting with the Tribe's use of the property, it will provide an easement to the City for said purpose so long as the Tribe is paid fair compensation for the value of the easement. The proposed improvement must be designated in the City's duly adopted comprehensive plan for the utility, the request for the easement must be received by the Tribe at least six (6) months before construction of the improvement is to commence, and the City must have funding for the intended improvement. If the above conditions are met the Tribe shall provide said easement within three (3) months of receiving the request.

The City and Tribe may jointly waive any of the time requirements set forth in this section if they determine it is in their mutual best interests to do so. If a dispute arises as to fair compensation, then the Parties agree that the matter shall be submitted to the dispute resolution process set forth in section 16 below.

7.4 In order to provide water to fire hydrants and to provide water for fire suppression building system to Tribe owned land or businesses it may be necessary to extend part of Fife's water system onto the property to provide those services. The Tribe agrees that if the Tribe requests that the City of Fife extend its water lines and facilities in order to provide water to be used for fire suppression purposes, then the Tribe will provide Fife with an easement for waterline and related improvements and appurtenances at no cost. The easement shall provide for the City of Fife to inspect, repair, maintain and replace any of said improvements, and to have, upon reasonable notice, access within and to the easement area in order to do so.

7.5 The Tribe agrees that the City of Fife's utility systems and all improvements related thereto are the City of Fife's property, and the Tribe shall respect the integrity of those systems and only connect to, disturb, use or otherwise impact Fife's utility systems and improvements in compliance with Fife's adopted codes and regulations.

7.6 The Tribe is not required to connect to any of Fife's utilities.

7.7 If the Tribe desires to connect to any of the City of Fife's utility systems it shall first provide the City of Fife with its proposed plans and specifications of how and where it intends to connect to the system, what improvements it desires to make to the system (for example, extension of fire suppression water lines and providing fire hydrants), what uses it intends to have, the intensity of the uses, and the volume demand from the system that will result from its intended use. The submittal to the City of Fife shall be in accordance with the same standards that would be required from any other user of any of the utility systems within the City. The City shall review the submittal and make any necessary modifications to the submittal that is necessary to meet the City's duly adopted standards. The Tribe shall then modify the submittals accordingly and provide the City a set to confirm the modifications have been made. The Tribe shall then construct the improvements in accordance with the modified submittal. The City shall from time to time, be given reasonable opportunity to view the work in process, and, if desired by the Tribe, provide the Tribe with either written or verbal comments. The City shall be given reasonable notification of when the Tribe intends to connect the improvements it is constructing to the City's utility system so that a City official can be present when the connection is made. If improvements or extensions are being made by the Tribe to City owned facilities, then, within sixty (60) days of completion of the improvements or extensions, the Tribe shall provide to the City; 1) a bill of sale for the improvements made to the City system; 2) a set of as built drawings of the improvements that were made; and 3) easements that provide for the City of Fife to inspect, repair, maintain, and replace any of said improvements, and to have, upon reasonable notice, access within and to the easement area in order to do so.

8. Environmental Review. The City of Fife is designated the lead agency for all environmental review relating to development on fee lands within the City. The regulations to be applied shall be those duly adopted by the City in accordance with applicable law. Development as used in the Interlocal Agreement shall mean any activity on fee land that involves the construction, alteration, expansion and/or demolition of any structure, and/or the grading, filling,

paving, excavating or otherwise disturbing the surface of the land. The Tribe shall submit the necessary environmental checklist information and the City will promptly process the submittal.

9. Development on Fee Lands.

9.1 The Tribe will conduct all development on fee lands in accordance with the substantive development standards in effect at the time contained in Fife Municipal Code Titles 12 (Streets, Sidewalks and Public Places), 13 (Water, Sewers, and Storm Drainage), 15 (Buildings and Construction), 16 (Sign Code) and 21 (Low Impact Development). The City agrees that it will not require or expect the Tribe to obtain City permits or other forms of authorization or permission to carry out the development activities.

9.2 Prior to commencing any development activity the Tribe shall first provide the City with its proposed plans and specifications of its intended development. The City shall review the submittal and make any necessary modifications to the submittal that are necessary to meet the City's duly adopted standards. If the Tribe agrees that the modifications are necessary to meet the required standards, it shall modify the submittals accordingly and provide the City a set to confirm the modifications to be made. When the parties reach agreement, either through discussion or the dispute resolution procedure provided in this Agreement, the Tribe shall construct the improvements in accordance with the modified submittal. If the Tribe desires the City to issue a letter confirming that the development activity has been constructed to City standards, then the Tribe shall allow the City reasonable access to the development area during and at the conclusion of the development activities in order to confirm conformity with the City standards. The City shall then issue a letter of conformity within two (2) weeks of a request from the Tribe.

9.3 The Tribe shall construct on fee land within the City only those developments that are consistent with the City's duly adopted Comprehensive Plan and Zoning Code. To the extent that a conditional use permit would be required, the Tribe shall not be required to obtain such a permit through the hearing examiner's process, but would be entitled to have the use so long as the use was implemented with reasonable conditions recommended by the City Community Development Director in order to meet the intent and purpose of the conditional use code section. The Tribe shall have the right to request that the City Council modify its Zoning Code and Comprehensive Plan.

9.4 The City's zoning code and Washington State law allow the siting of essential governmental facilities in all zoning districts as a conditional use. The term "essential governmental facilities" for purposes of the Interlocal Agreement shall mean all core governmental services provided by the Tribe in its governmental capacity, with shall include, facilities used for: 1) governmental administration; 2) regulatory functions; 3) provision of social, health and \or education services; 4) public facilities; 5) gambling facilities ; 6) transportation and utility system improvements; 7) fire, police and\or judicial service facilities; and 8) such similar types of core governmental services.

10. Reimbursement for Services Provided.

10.1 The City has agreed to provide certain services to the Tribe under the Interlocal Agreement terms, such as, environmental review, plan review, inspections, and so on. The Tribe agrees to timely pay for direct personnel costs for the city employees performing the work on a time and expense basis. If the City finds that it does not have sufficient expertise on staff in order to provide a thorough review of a particular component of a tribal submittal, the City

will provide the Tribe with the proposed consultant contract and an explanation as to why the consultant is needed, and if the Tribe agrees then the charges for the consultant's services may also be billed to the Tribe as a direct City cost.

10.2 The City shall keep track of the time and expense incurred in providing the services pursuant to the Interlocal Agreement terms, and shall invoice the Tribe no more frequently than monthly for said services. The Tribe shall pay the invoice within thirty (30) days of receipt.

10.3 To the extent that the Tribe is using monthly water, sanitary sewer or storm water services, the Tribe shall pay the rate charged for such service in accordance with the City's duly adopted rate schedules; provided, however, that the City will work with the Tribe to provide billing in a cumulative format that will minimize administrative and clerical work required on the Tribe's part.

10.4 If the City requests services from the Tribe, then the provisions of paragraphs 10.1 and 10.3 shall apply to the Tribe's requested services.

11. Emergency Contact Information.

11.1 In order to assist the City public service crews in providing service to Tribal operated businesses on fee lands, the Tribe shall notify the City whenever a Tribe owned business intends to conduct business on fee lands. The Tribe shall provide the physical address of the building, the nature of the business, the name and contact phone number for a person that will be operating the business during normal working hours, and an emergency contact name and phone number for after business hours. The Tribe shall update the information from time to time, or upon request by the City no more frequently than once per calendar year.

11.2 The City shall provide to the Tribal business the contact information for the City's personnel in case there is a problem related to any of the services the City is providing to the business pursuant to the Interlocal Agreement. A Tribal operated business on fee lands shall not be required to obtain a City business license.

12. Tribal Member Business and Development Activities.

12.1 To the extent any Puyallup Tribal member wishes to conduct business or development activities on fee lands owned by the Tribal member, the City, upon written request from the Tribal member, shall afford to the Tribal member the opportunity to utilize the services offered and processes provided by this Interlocal Agreement upon the same terms and conditions offered to the Tribe.

12.2 In any case where a Tribal member does not choose to utilize the services or follow the process set forth in this Interlocal Agreement, then the Tribe agrees that the Tribe will remain neutral and will not join in any litigation that ensues between the City and the Tribal member to determine whether the City has jurisdiction to enforce its laws under the particular circumstance.

13. Law Enforcement – First Response.

13.1 Section D of Agreement Document 7 deals generally with law enforcement issues. This section 13 provides further clarification regarding initial response to law enforcement issues.

13.2 The City of Fife shall generally be responsible for the first response to incidents occurring on fee land.

13.3 The Tribe shall generally be responsible for the first response to incidents on Trust land.

13.4 In each case the department making the first response shall call in the law enforcement department of the other government in circumstances where that is appropriate. Emergency situations shall be handled as the contacted law enforcement department determines appropriate in each case.

13.5 The division of responsibility for first response set forth in this section 13 is not intended to and does not govern the question of jurisdiction to file and prosecute cases resulting from the incident to which a first response is made.

14. Existing Agreements not Affected. The City and Tribe have entered into numerous agreements regarding matters of mutual concern. This Interlocal Agreement is not intended to modify the terms set forth in those agreements, although the Interlocal may clarify areas that are only generally discussed in the prior agreement. The Parties, may, from time to time, enter into other agreements, however, unless the wording of the subsequent agreements specify otherwise, none of the terms of existing agreements, including this Interlocal Agreement shall be modified by the subsequent agreements.

15. Notice and Principal Contact.

15.1 Any notice or communication required by this Interlocal Agreement must be in writing, and may be given either personally, electronically with evidence of receipt, or by express delivery service, return receipt requested. If given personally, or by registered or certified mail, such notice or communication shall be deemed to have been given and received upon actual receipt. If signature is refused, then the date of refusal shall be deemed the date of delivery. If delivery is made electronically, either by e-mail or facsimile transmission, a notice shall be deemed to have been given when delivered to the person to whom it is addressed, and there is electronic confirmation that it was received. Such notices or communications shall be given to the Parties at their addresses set forth below:

To: TRIBE
Bill Sterud
Chairman
Puyallup Tribe of Indians
3009 East Portland Avenue
Tacoma, WA 98404
Email: Bill.Sterud@puyalluptribe.com
Facsimile: (253) 680-5996
Phone: (253) 573-7838

With a copy to: John Bell
Attorney
Puyallup Tribe of Indians
3009 East Portland Avenue
Tacoma, WA 98404
Email: John.Bell@puyalluptribe.com
Facsimile: (253) 680-5998

Phone: (253) 573-7871

To: CITY

Subir Mukerjee
City Manager
5411 23rd Street East
Fife, WA 98424
Email: smukerjee@cityoffife.org
Facsimile: (253)
Phone: (253) 896-8603

With a copy to:

Loren D. Combs
VSI Law Group, PLLC
3600 Port of Tacoma Road, Suite 311
Tacoma, WA 98424
Email: ldc@vsilawgroup.com
Facsimile: (253) 922-5848
Phone: (253) 922-5464

15.2 In order to provide for the efficient and effective conveyance of information the Parties have identified the following people as their primary contact person for all correspondence regarding this Interlocal Agreement, other than official notice required to be given to the persons identified in section 15.1:

Tribe:

Bill Sterud
Chairman
Puyallup Tribe of Indians
3009 East Portland Avenue
Tacoma, WA 98404
Email: Bill.Sterud@puyalluptribe.com
Facsimile: (253) 680-5996
Phone: (253) 573-7838

City:

Subir Mukerjee
City Manager
5411 23rd Street East
Fife, WA 98424
Email: smukerjee@cityoffife.org
Facsimile: (253)
Phone: (253) 896-8603

15.3 Either Party may change its contact information paragraph 15.1 or 15.2 by sending its new contact information to the other Party in the same manner as is provided for sending the other Party notice under the provisions of paragraph 15.1. Said change is not considered a modification of this Interlocal Agreement requiring further action by the legislative body of each Party.

16. Dispute Resolution Process.

16.1 The parties are committed to working cooperatively in resolving all matters related to this Interlocal Agreement. If a dispute should arise with regards to any terms or conditions of the Interlocal Agreement, the parties agree to meet informally to see if an amicable resolution can be reached.

16.2 If the parties are unable to resolve their dispute on an informal basis, then the Parties agree that either Party may submit the matter to binding arbitration by a single Arbitrator using Washington Arbitration and Mediation Services (“WAMS”), Tacoma Office, with each party paying one-half of the WAMS fee and the Arbitrator’s fee. Unless otherwise agreed to by the Parties in writing, the WAMS procedural rules in effect at the time a Party requests arbitration shall be used for that arbitration. The current procedural rules are listed on the WAMS website at www.usamwa.com.

16.3 If the parties cannot agree on the identity of the Arbitrator then the parties shall request of WAMS a list of five (5) potential Arbitrators to see if the parties can agree on one provided. If the parties are unable to agree on one of the five (5) potential Arbitrators provided by WAMS, the parties shall take alternate turns striking one name until the last name remains, and that shall be the Arbitrator. The Parties, if they cannot agree on who makes the first strike, shall resolve that dispute by a flip of the coin, with the City flipping the coin and allowing the coin to drop to the ground, with the Tribe calling their selection while the coin is in the air. If the Tribe correctly calls the up facing coin surface, then it shall decide who strikes first. If the Tribe does not correctly call the up facing coin surface then the City shall decide who strikes first.

16.4 The Tribe voluntarily enters into a limited waiver of its sovereign immunity on the following terms and conditions: The Tribe consents to binding arbitration of disputes involving the enforcement of the terms of this Agreement, including, if necessary, judicial enforcement of arbitration decisions. The Tribe consents only to arbitration sought by the City and only as provided in section 16 of this Agreement, including judicial enforcement, if necessary, in Pierce County Superior Court. The Tribe consents only to the relief of specific performance of its obligations under the Agreement. The Tribe agrees that it will not raise sovereign immunity as a defense in any such arbitration or action for judicial enforcement of an arbitration decision that is consistent with this waiver. This limited waiver shall expire upon the expiration or termination of this Agreement, or when the Tribe has fulfilled all of its obligations to the City under this Agreement, whichever occurs later.

17. Sole Agreement. This Interlocal Agreement may not be amended or modified in any respect whatsoever except by instrument in writing signed by the parties hereto. Except to the extent a document is incorporated by reference into the Interlocal Agreement by the terms of the Interlocal Agreement, this Interlocal Agreement shall be deemed to be a self contained document, with no other terms or conditions, written or verbal, express or implied.

18. Captions. The captions of this Interlocal Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

19. Governing Law. This Interlocal Agreement is not intended to address jurisdictional claims or issues related to federal law, and thus shall be construed in accordance with the laws of the State of Washington without regard to choice of law statutes.

20. Severability. The invalidity or unenforceability of any particular provision of this Interlocal Agreement shall not affect the other provisions hereof, and this Interlocal Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

21. Counterparts. This Interlocal Agreement may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument. This Interlocal Agreement may be executed (i) on an original, (ii) a copy of an original, or (iii) by a facsimile transmission copy of an original followed by delivery of an original. Upon request of either Party the Parties shall execute duplicate originals that contain all signatures.

22. Time of the Essence. The time for performance of the parties hereunder is of the essence of this Interlocal Agreement.

23. Further Assurances, Additional Documents and Acts. Each of the parties hereto agrees that it will at any time and from time to time, do, execute, acknowledge and deliver or shall cause to be done, executed, acknowledged and delivered, all such further acts, deeds, documents, assignments, transfers, conveyances and assurances as may reasonably be required by the other parties hereto in order to carry out fully and effectuate the transactions herein contemplated by this Interlocal Agreement.

24. Binding Effect. This Interlocal Agreement and the terms, covenants, benefits and duties set forth herein shall inure to the benefit of and be binding upon the parties, their heirs, successors, legal representatives and assigns of each of the parties.

25. No Waiver. No waiver of any default under this Interlocal Agreement shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege or option under this Interlocal Agreement shall constitute a waiver, abandonment or relinquishment thereof or prohibit or prevent any election under or enforcement or exercise of any right, privilege or option hereunder.

26. Signature Authority

26.1 The City Manager and the City Mayor were authorized to execute this Interlocal Agreement by the adoption on the ____ day of _____, 2015 of City Resolution Number _____.

26.2 The Chairman was authorized to execute this Interlocal Agreement by the adoption on the ____ day of _____, 2015, of Tribal Council Resolution Number _____.

CITY OF FIFE

PUYALLUP TRIBE OF INDIANS

Tim Curtis
Mayor

Bill Sterud, Chairman
Puyallup Tribal Council

ATTEST:

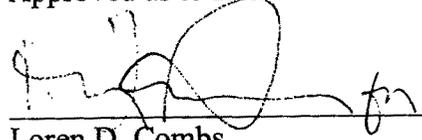
Approved as to form:

Carol Etgen
City Clerk

John Howard Bell
Tribal Attorney

Subir Mukerjee
City Manager

Approved as to form:



Loren D. Combs
City Attorney