

Terms of Administering co-lead SEPA status
Related to
Freeman Road Logistics Warehouse Development

Grantor: City of Puyallup
Grantee: City of Fife
Project ID #: P-21-0136 (City of Puyallup SEPA permit ID)
Tax Parcel No.: 0420174075 (parent TPN)
Project Name: Vector's Freeman Road Logistics Warehouse Development
Project Address: 4723 FREEMAN RD E, Puyallup, WA 98371

THIS CO-LEAD SEPA AGENCY AGREEMENT dated November 12, 2021 is entered into by and between SEPA Responsible Officials for **the City of Puyallup**, hereinafter referred to as the "Puyallup," and **the City of Fife**, hereinafter referred to as "Fife"

WHEREAS, the Puyallup is undertaking the Environmental Review, Site Plan Review and Permit review of Vector Warehouse Development (the Project) located in the City of Puyallup that will impact Puyallup and Fife roadway networks and require street improvements located in both Puyallup and Fife; and

WHEREAS, the street improvements in Fife are under the permit jurisdiction of the City of Fife; and

WHEREAS, Puyallup and Fife desire an efficient, streamlined and well-coordinated environmental and permit review process;

NOW THEREFORE in consideration of the mutual agreement set forth herein to share lead status for SEPA environmental review, and the recitals set forth above, the parties hereby agree as follows:

1. General

- A. Puyallup shall act as the nominal lead. As nominal lead, the adopted SEPA public notice and associated procedures of the City of Puyallup shall be used for this proposal. Pursuant to PMC 21.04.205 and 2.54.070 (14), appeals of SEPA actions shall be heard by the Puyallup Hearing Examiner.
- B. Comments on all SEPA document(s) shall be received and retained by the nominal lead, which shall be forwarded to Fife in a timely manner.
- C. Puyallup and Fife shall, in as much as possible, communicate with the applicant and all consultants of the applicant team in writing with carbon copy communication. Puyallup and Fife shall, in as much as possible, share draft written responses between agencies for concurrent review. If in person, telephonic or virtual meetings occur between an agency and the applicant, such meetings should include representative(s) from each agency, and when appropriate, a summary of items discussed with the applicant may be provided.
- D. Mitigation identified and/or assessed in the SEPA document(s) shall be determined by the co-lead agencies consistent with subsection (2)(E) below. If an environmental impact statement is prepared for the proposal, the co-lead agencies shall jointly design the scope of the EIS and the alternatives to be considered in

the EIS so that both agencies are satisfied that a range of reasonable alternatives is represented.

- E. At a minimum, a representative of each agency shall review the environmental analysis and documentation prior to issuance of all necessary SEPA documents.
- F. The co-lead agencies should cooperate jointly in communicating with affected and interested agencies, tribes, utilities, and property owners in regards to assessing project environmental impacts and mitigation, where applicable.

2. Agency responsibilities, decision making

- A. It is expected that the applicant will provide a traffic impact analysis consistent with both Puyallup and Fife guidance on methodology and studied project impacts. Puyallup will provide Fife with all materials submitted by the applicant pursuant to traffic review.
- B. Puyallup will route and share all submitted permit materials to Fife in a timely manner, generally within two (2) business days. Puyallup will notify Fife of all resubmitted materials by the applicant in a similarly timely manner.
- C. Fife will strive to meet Puyallup review timelines for subject underlying land use permit(s); generally, 45 days for first review and 30 days for subsequent permit revision resubmittals.
- D. In all other respects, the two co-lead agencies shall act as partners in meeting the responsibilities of lead agency under SEPA, with equal standing in all decision to be made.
- E. The two co-lead agencies agree to try to make decisions by consensus throughout the SEPA process in regards to scope, content and timing of all SEPA documents. The co-lead agencies recognize that the final SEPA document must contain sufficient environmental analysis for decision-making by all agencies with jurisdiction and affected tribes.

3. Dissolution of agreement

- A. If the co-lead agencies cannot agree on an issue that would prevent their approval of the SEPA document or otherwise prevent them from sharing lead-agency duties, either agency may withdraw from this agreement following notification to the other co-lead agency in writing of the issue under dispute, including suggested resolution. Meeting to discuss the suggested resolution shall occur prior to either agency formal withdraw. The co-lead agency having receipt of such a letter shall have the option to agree to the suggested resolution, offer an alternative resolution or agree to dissolve the agreement. The co-lead agency in receipt shall respond within 10 business days to the co-lead agency submitting such a letter.
- B. If at any time the agreement is dissolved, Puyallup shall assume full responsibility as lead agency for the proposal and shall continue with completion of the SEPA process.

4. Appeals

- A. The co-lead agencies will each participate in any appeal challenging the environmental review contemplated by this agreement to the extent the appeal challenges the analysis prepared by that agency. In any such appeal, the two agencies will cooperate and share responsibilities and decision-making .

- B. The co-lead agencies will share the cost of the appeal proportionate to the issues of concern or area of the environment affected for each issued being appealed. Upon receiving a timely appeal, the co-lead agencies will meet to discuss and agree on the correct proportion once any appeal is filed. Legal counsel for the party with the highest proportionate share of issues of concern to that party, as agreed by the parties, will be the lead on any appeal. If the parties cannot agree on proportionate share or legal strategy, the parties will each provide their own legal counsel and proceed as they see fit in responding to the appeal.

5. Other terms

- A. Term. The effective date of this agreement is upon the date of the signatures below; the final signature date shall be the effective date. This agreement shall continue until terminated in writing by both or one of the agencies, consistent with the terms herein.
- B. Communications. The following persons shall be the contact persons for all communications regarding this agreement.

Grantor: By: <u>City of Puyallup</u> Printed Name: <u>Katie Baker</u> Title: <u>Planning Manager and Responsible Official</u> Address: <u>333 South Meridian, Puyallup WA 98371</u> Email: <u>KBaker@puyallupwa.gov</u> Phone: <u>(253) 435-3604</u> Date: <u>11/12/2021</u>	Grantee: By: <u>City of Fife</u> Printed Name: <u>Steven Friddle</u> Title: <u>Community Development Director and Responsible SEPA Official</u> Address: <u>5411 23rd St E, Fife, WA 98424</u> Email: <u>sfriddle@cityoffife.org</u> Phone: <u>(253) 778-3484</u> Date: <u>11/12/2021</u>
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- C. Changes. This parties may, from time to time, require changes in the scope of services performed under this agreement. The parties shall mutually agree to the changes by written supplemental addendum or amendment to this agreement.

This agreement is executed by the persons signing below, who warrant they have the authority to execute this agreement.

Responsible Official:  Date: 11/12/2021
Katie Baker, Planning Manager
Agency: City of Puyallup

Responsible Official:  Date: 11/12/2021
Steven Friddle, Community Development Director
Agency: City of Fife