

STORMWATER ASSET TRANSFER AGREEMENT
BY AND BETWEEN
PIERCE COUNTY AND
THE CITY OF TACOMA

This STORMWATER SYSTEM ASSET TRANSFER AGREEMENT “**Agreement**” is entered into by and between the City of Tacoma, a Washington municipal corporation (hereinafter referred to as the “**City**”) and Pierce County, a Washington municipal corporation and political subdivision of the State of Washington (hereinafter referred to as the “**County**”), for the purpose and subject to the terms and conditions set forth herein. The City and County may be individually referred to as “**Party**” or collectively as “**Parties**”.

RECITALS

WHEREAS the City and County entered into that certain memorandum of understanding (**MOU**) for the transition of governmental services from Pierce County to the City of Tacoma related to the City’s annexation of the Manitou potential annexation area as described therein (**Manitou PAA**), and

WHEREAS the MOU provides at Section 4.12 that upon the effective date of the Manitou PAA annexation, the Tacoma Environmental Services Department’s Stormwater Management (City of Tacoma Environmental Services Department) would take over the ownership and maintenance responsibility of the stormwater assets as set forth in Section 8 of the MOU, and

WHEREAS Section 8 of the MOU provides that the transfer of legal control of stormwater assets owned and operated by Pierce County within the annexation area, as described therein, would be completed through a separate transaction agreeable by both the City and County, and

WHEREAS the City and County desire to enter into this agreement for the purpose of transfer of control and all right, title and interest of Pierce County in and to the herein described stormwater assets to the City, free and clear of all liens and encumbrances;

NOW THEREFORE, in consideration of the mutual rights, duties and obligations of the City and County as set forth herein, the City and County hereby agree as follows:

SECTION 1 DEFINITIONS

1.1 Account Debtor. "Account Debtor" shall mean and include any person liable on any Account Receivable, including without limitation, any guarantor of the Account Receivable and any issuer of a letter of credit or banker's acceptance.

1.2 Account Balance. "Account Balance" shall mean and refer to the gross amount of all Accounts Receivable.

1.3 Accounts Receivable. "Accounts Receivable" shall mean and refer to all revenues, whether billed or unbilled, that are legally enforceable by the County and Unpaid by an Account Debtor prior to the Effective Date.

1.4 Annexation Date. "Annexation Date" shall mean and refer to the Annexation Date as that term is defined in the MOU.

1.5 Stormwater Assets. "Stormwater Assets" shall mean and refer to all conveyances, or system of conveyances and related facilities, not part of a combined sanitary and stormwater sewer system, that are owned by the County (including catch basins, ditches,

manmade channels, line pipe, stormwater facilities and storm drains) and designed or used for collecting, conveying, or managing stormwater. The known Stormwater Assets are depicted in Exhibit “A” attached hereto.

1.6 Unpaid. “Unpaid” shall mean payment has not been received and posted by the County to the account of the Account Debtor.

SECTION 2 PURPOSE

2.1 Purpose. The purpose of this Agreement is to implement the provisions of the MOU at Sections 4.12 and 8 to transfer all right, title and interest of Stormwater Assets located within the PAA from the County to the City through a separate transaction agreed to by the City and County.

SECTION 3 TRANSFER OF STORMWATER ASSETS

3.1 The County warrants that it is the sole owner of the Stormwater Assets that are the subject of this Agreement and agrees that, upon the Transfer Date, any and all right, title and interest of the Stormwater Assets located within the PAA, and operational control thereover, shall transfer to the City, free and clear of all liens and encumbrances and charges of any kind.

3.2 The County agrees to assign, transfer and convey to the City, in a form and content acceptable to the City Attorney, any and all right, title and interest that the County may have in and to easements granted, dedicated or assigned to the County for occupancy, use, maintenance, repair, replacement or operation of Stormwater Assets within the PAA and for ingress and egress to and from Stormwater Assets with the PAA. The County further agrees to assign, transfer and convey to the City, in a form and content acceptable to the City Attorney, any and all rights granted, dedicated or assigned to the County with respect to privately owned stormwater systems located within the PAA, including but not limited to the right of ingress and

egress to and from such privately owned stormwater systems, to inspect for compliance with regulatory and permit requirements and to maintain such systems. This obligation applies to easements that are known on the Transfer Date or that are discovered on or after the Effective Date.

3.3 The County agrees that within 180 days following the Annexation Date, it will conduct a reasonable search for the following records, and upon discovery of such records, provide copies of the same to the City: A map or description of the geographic areas served by the Permittee's Phase I SW Permit MS4 that do not discharge stormwater to surface water. The City understands that this information is available through Pierce County Open Geospatial Data Portal and is currently available to the City.

3.3.1. Mapping of all connections to the Phase I SW Permit MS4 that conveys stormwater to the Stormwater Assets within the PAA that have been authorized or allowed by the County after February 16, 2007.

3.3.2. As built or approved plan sets of all Stormwater Assets within the PAA and all private stormwater systems within the PAA.

3.3.3. Approved reports such as Stormwater Site Plans, conveyance design, etc. associated with all Stormwater Assets within the PAA and all private stormwater systems within the PAA.

3.3.4. Inspection records including all video files for, Stormwater Assets within the PAA and all private stormwater systems within the PAA, either used by or submitted to the County for review.

3.3.5. Capital plans for County owned structural stormwater controls within the PAA, if any.

3.3.6. Easements for Stormwater Assets within the PAA.

3.3.7. Business inspection records for stormwater permits within the PAA.

3.4 Notice to Ecology. The City and County agree to include notice of this annexation in their annual reports to Ecology as required pursuant to Section S9.D.6 of the Phase I SW NPDES permit.

SECTION 4 SERVICE AREA

4.1 Transfer of Service Area. Upon the first day of the month of the first odd month following the Annexation Date (the “Transfer Date”), the stormwater service area that is co-extensive with the PAA (Transferred Service Area) shall transfer to the City. All stormwater service customers within the Transferred Service Area shall, upon the Transfer Date, become customers of the City of Tacoma stormwater utility and the County will cease billing customers within the Transferred Service Area for stormwater services received or other provided by the City on or after the Transfer Date.

4.2 Customer Information. The County shall 60 days prior to the Transfer Date provide the City with all customer account information for stormwater customers with customer premises located in the PAA, including all customer names and billing addresses.

4.3 Accounts Receivable. The County shall retain all right, title and interest and to the Account Balance.

4.4 Customer Refunds. In the event that the County has collected payments for stormwater service from customers for service provided to such customers by the City after the Effective Date, the County shall have sole responsibility for refunding any such amounts to such customers.

4.5 Liabilities. The Parties agree that neither the transfer of the Stormwater Assets to the City nor the City's approval of the transfer shall in any respect relieve the County of any liability relating to all lawful requirements to construct, operate, and maintain the Stormwater Assets, known or unknown, occurring prior to the transfer of the Stormwater Assets or of responsibility for acts or omissions occurring prior to the transfer of the Stormwater Assets, known or unknown, or the consequences thereof.

SECTION 5 MISCELLANEOUS

5.1 Cooperation. The City and County agree to cooperate with and support each other in complying with any requirements or actions as may be necessary or appropriate to carry out the intent of this Agreement. Each Party will execute and deliver any additional documents and instruments and perform any additional acts that may be commercially reasonable, necessary or appropriate, or reasonably requested by the other Party, to effectuate and perform the Parties' obligations under this Agreement and the transactions contemplated hereby.

5.2 Amendments. This Agreement may be amended only by a written instrument executed by the Parties.

5.3 Governing Laws. Any action related to this Agreement shall be governed the laws of the State of Washington (except that body of law controlling conflict of laws). Any suit or proceeding arising out of or relating to this Agreement will be brought in the applicable federal or state court located in Pierce County, Washington, and each Party irrevocably submits to the jurisdiction and venue of such courts.

5.4 Execution. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same instrument.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its duly authorized representative as of the date indicated below and effective as of the Transfer Date.

CITY OF TACOMA, DEPARTMENT OF ENVIRONMENTAL SERVICES


By: DocuSigned by:
Michael P. Slevin III, P.E.
Name: Michael P. Slevin, III, P.E.
Title: Director
Date: 10/30/2023

PIERCE COUNTY

By: DocuSigned by:
Bruce Dammeier
Name: Bruce F. Dammeier
Title: County Executive
Date: 12/29/2023

By: DocuSigned by:
John Burk Division Manager, Engineering, ES Science & Engineering
Name: John Burk
Title: Division Manager, Science & Engineering
Date: 10/31/2023

APPROVED AS TO FORM:

By: 
Name: Christopher D. Bacha
Title: Interim City Attorney

By: DocuSigned by:
Todd Campbell
Name: Todd Campbell
Title: Deputy Prosecuting Attorney

SUPPLEMENTAL SIGNATURE PAGE

CONTRACT NAME: Stormwater Asset Transfer Agreement

CONTRACT NUMBER: SC-110628

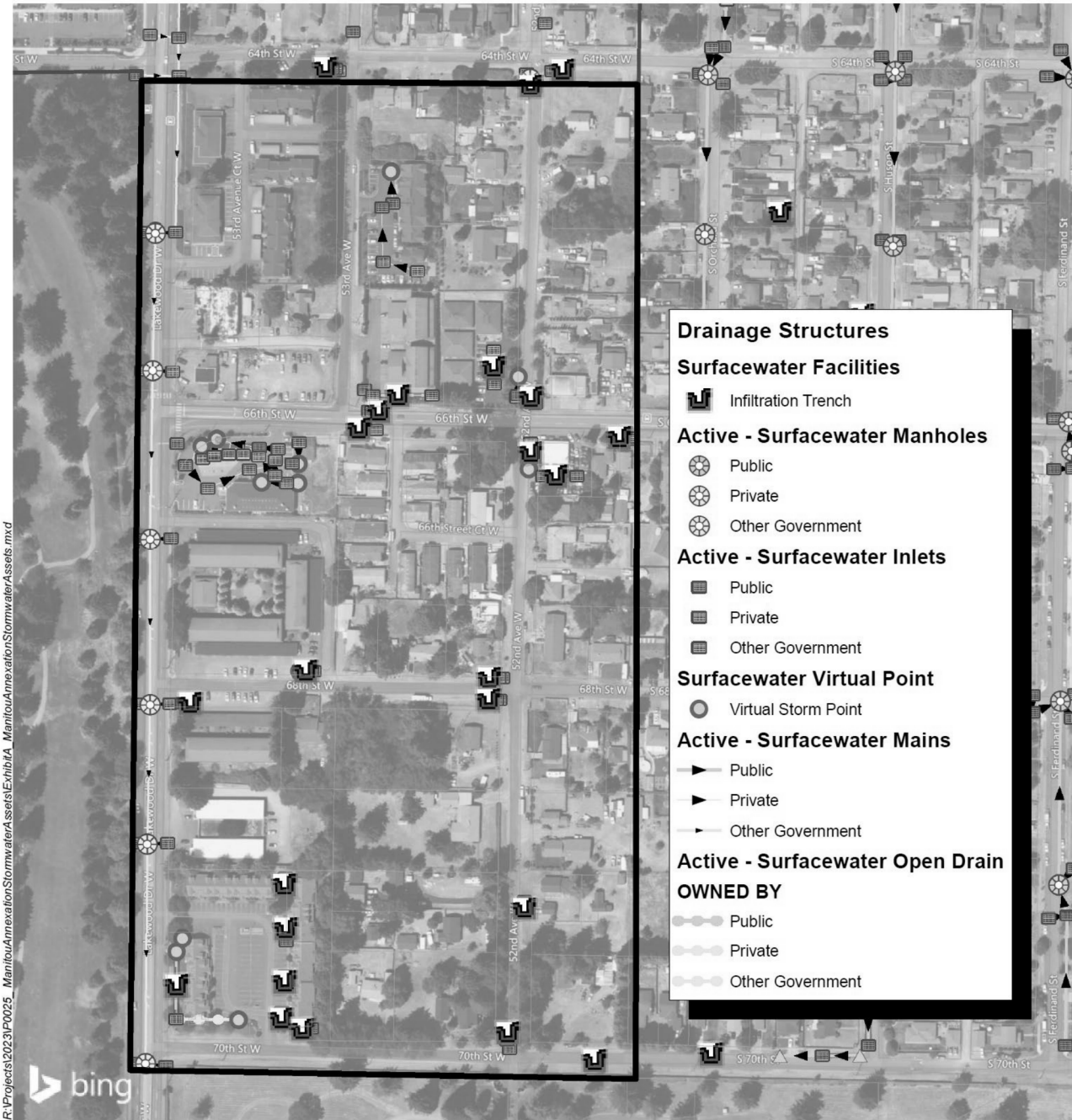
PIERCE COUNTY:

Approved:

DocuSigned by:
Bruce Wagner for Jen Tetatzin
By 507FE1CD37CE44D... 12/22/2023
Planning & Public Works Director Date

DocuSigned by:
Gary Robinson
By 88F99CA97BBD418... 12/22/2023
Finance Director Date

Exhibit A - Manitou Annexation Stormwater Assets



R:\Projects\2023\F0025 - ManitouAnnexationStormwaterAssets\ExhibitA - ManitouAnnexationStormwaterAssets.mxd

Manitou Annex Boundary
 Tax Parcels
 Tacoma City Limits



Map Date: 3/8/2023
 Source: Science and Engineering Division
 Environmental Services Department
 City of Tacoma
 326 East D Street, Tacoma WA 98421
 (253) 591-5588

Feet
 0 100 200 400



Certificate Of Completion

Envelope Id: 7576BB921C1B4DDCAC742C3A0A77EA3A	Status: Completed
Subject: SC-110628: Stormwater Asset Transfer Agreement	
Source Envelope:	
Document Pages: 9	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Karlee Iverson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1102 Broadway
	Ste 101
	Tacoma, WA 98402
	karlee.iverson@piercecountywa.gov
	IP Address: 97.113.35.46


Record Tracking

Status: Original	Holder: Karlee Iverson	Location: DocuSign
12/22/2023 10:03:57 AM	karlee.iverson@piercecountywa.gov	

Signer Events

Bruce Wagner for Jen Tetatzin
 ppwdirector@piercecountywa.gov
 Director, Planning and Public Works
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 162.5.15.35

Timestamp

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Electronic Record and Signature Disclosure:
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Gary Robinson
 Gary.Robinson@piercecountywa.gov
 Finance Director
 Security Level: Email, Account Authentication (None)

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 Using IP Address: 131.191.116.13

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Todd Campbell
 todd.campbell@piercecountywa.gov
 Security Level: Email, Account Authentication (None)


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 Using IP Address: 24.18.148.201
 Signed using mobile

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 Signed: 12/29/2023 7:03:29 AM

Electronic Record and Signature Disclosure:
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 ID: a013e1f7-263b-4593-94f6-91c0a03e08cf

Bruce Dammeier
 PCEXECUTIVE@piercecountywa.gov
 Pierce County Executive
 Pierce County
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 162.5.54.49

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 Signed: 12/29/2023 8:17:55 AM

Electronic Record and Signature Disclosure:
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Lauren Dase lauren.dase@piercescountywa.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 12/22/2023 10:09:36 AM Viewed: 12/22/2023 10:19:26 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	12/29/2023 8:17:55 AM
Completed	Security Checked	12/29/2023 8:17:55 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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