

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

This WASTEWATER 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 4.11 that upon the effective date of the Manitou PAA annexation, the Tacoma Environmental Services Department’s Wastewater Management would take over the ownership and maintenance responsibility of the Wastewater 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 wastewater 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 transfer of legal control will result in a change in the sewer service area for the County and City and a change in the point of connection of the County sanitary sewer system to the City sanitary sewer system, 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 wastewater 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 Wastewater Assets. "Wastewater Assets" shall mean and refer to all conveyances, or system of conveyances and related facilities that are owned by the County and

designed or used for collecting, conveying, or managing wastewater for treatment and disposal. The term Wastewater Assets specifically excludes side sewer connections to the public wastewater system. The known Wastewater 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 4.11 and 8 to transfer all right, title and interest of Wastewater 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 WASTEWATER ASSETS**

- 3.1. The County warrants that it is the sole owner of the Wastewater Assets that are the subject of this Agreement and agrees that, upon the Effective Date, any and all right, title and interest of the Wastewater 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 or rights of entry granted, dedicated or assigned to the County for occupancy, use, maintenance, repair, replacement or operation of Wastewater Assets within the PAA and for ingress and egress to and from Wastewater Assets with the PAA.

- 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:
- 3.3.1. Non-compliance notifications given to the State Department of Ecology (Ecology) and related documentation, associated with the Wastewater Assets located within the PAA.
  - 3.3.2. As built or approved plan sets of all Wastewater Assets within the PAA and all private side sewers and lateral lines within the PAA.
  - 3.3.3. Approved reports such as wastewater capacity, associated with all Wastewater Assets within the PAA and all private side sewers and lateral lines within the PAA.
  - 3.3.4. Inspection records, including all video files, for Wastewater Assets within the PAA and all private side sewers and lateral lines within the PAA, either used by or submitted to the County for review.
  - 3.3.5. Records of complaints, warning letters, violations, and enforcement records related to Wastewater Assets within the PAA and all private side sewers and lateral lines within the PAA.
  - 3.3.6. Copies and dates of any specific education and outreach materials provided to parcel owners for all private wastewater systems within the PAA.
  - 3.3.7. List of any identified businesses or sites within the PAA that are pollution-generating.
  - 3.3.8. Records of illicit connections within the PAA to the Wastewater Assets and dates connections were fixed.

- 3.3.9. Any wastewater monitoring and flow data for Wastewater Assets within the PAA.
  - 3.3.10. Maintenance records for Wastewater Assets within the PAA.
  - 3.3.11. Easements for Wastewater Assets within the PAA.
  - 3.3.12. Side sewer construction notes/files for Wastewater Assets within the PAA.
  - 3.3.13. Records related to any claims, judgements, settlements or orders (whether issued by a court or agency with regulatory authority) with respect to the Wastewater Assets located within the PAA.
  - 3.3.14. All industrial discharge permits issued for discharges in the PAA together with all business inspection, compliance and enforcement records for businesses issued industrial discharge permits within the PAA.
- 3.4 Notice to Ecology. The City and County agree to include notice to Ecology of this annexation and transfer of service area.

#### **SECTION 4 SERVICE AREA**

- 4.1 Transfer of Service Area. On the first day of the first odd month following the Annexation Date (the “Transfer Date”), the wastewater service area that is co-extensive with the PAA (Transferred Service Area) shall transfer to the City and the City shall have the sole and exclusive right to provide wastewater services within the Transferred Service Area. All wastewater service customers within the Transferred Service Area shall, upon the Transfer Date, become customers of the City of Tacoma wastewater utility and the County will cease billing customers within the Transferred Service Area for wastewater services received 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 wastewater 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 Liabilities. The Parties agree that neither the transfer of the Wastewater 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 Wastewater Assets, known or unknown, occurring prior to the transfer of the Wastewater Assets or of responsibility for acts or omissions occurring prior to the transfer of the Wastewater Assets, known or unknown, or the consequences thereof.

## **SECTION 5 WASTEWATER CONNECTION**

- 5.1 Background. The Parties entered into a contract for sewage disposal dated November 1, 1975 (**Sewage Disposal Agreement**) authorizing among other things, a connection of the County wastewater system to the City wastewater system in the vicinity of South 64<sup>th</sup> Street and Orchard Street and South 68<sup>th</sup> Street and Orchard Street, for the discharge of wastewater collected by the County to the City for treatment and disposal. The Parties understand and believe that the connection that is the subject of the Sewage Disposal Agreement is located in the vicinity South 68<sup>th</sup> and Huson Street which is located downstream of and outside the Wastewater Assets and within the City limits of Tacoma. The Parties acknowledge and agree that the point of connection as set forth in the Sewage Disposal Agreement must be amended to reflect

the transfer of the Wastewater Assets within the PAA to the City, and further acknowledge and agree that the Sewage Disposal Agreement has expired and the Parties are operating under a Defacto sewage disposal agreement.

5.2 The Parties also acknowledge and understand that certain parcels within the PAA are currently connected via private side sewer to the County's sanitary sewer main located in 64<sup>th</sup> Street and that wastewaters flows from these parcels are conveyed through the County's sanitary sewer main and the discharged to the City's Publicly Owned Treatment Works (POTW) for treatment and disposal. The Parties agree that upon the Effective Date, the County will accept and convey these wastewater flows for and on behalf of the City to the point of discharge to the City's POTW, that these customers will upon the Effective Date be customers of the City Sanitary Sewer utility, and that these wastewater flows will not be included in capacity calculations and limits applicable under existing agreements between the City and County for the City's acceptance of wastewater flows from the County for treatment and disposal.

5.3 New Agreement. The Parties agree to work in good faith to develop and negotiate the terms and conditions of wastewater treatment and disposal agreement to, among other things, establish the point of connection of the County's wastewater system to the City POTW to replace the point of connection authorized pursuant to the Sewage Disposal Agreement, to incorporate the provisions of Section 5.2 of this Agreement, and to jointly execute such an agreement.

## **SECTION 6 MISCELLANEOUS**

6.1 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.

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

6.3 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.

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

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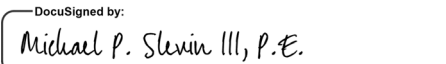
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IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by its duly authorized representative effective as of the Transfer Date.

**CITY OF TACOMA, DEPARTMENT OF ENVIRONMENTAL SERVICES**


By:   
Name: Michael P. Slevin, III, P.E.  
Title: Director  
Date: 10/31/2023

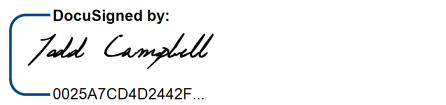
**PIERCE COUNTY**

By:   
Name: Bruce F. Dammeier  
Title: County Executive  
Date: 12/18/2023

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

**SUPPLEMENTAL SIGNATURE PAGE**

CONTRACT NAME: Wastewater Asset Transfer Agreement

CONTRACT NUMBER: SC-110629

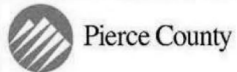
**PIERCE COUNTY:**

Approved:

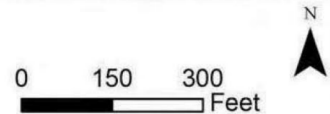
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By 507FE1CD37CE44D... 12/13/2023  
Planning & Public Works Director Date

DocuSigned by:  
*Gary Robinson*  
By 88F99CA97BBD418... 12/13/2023  
Finance Director Date

EXHIBIT A



**Manitou Neighborhood  
Sewer Service**



**Certificate Of Completion**

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 Document Pages: 11  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Disabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed  
  
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 Karlee Iverson  
 1102 Broadway  
 Ste 101  
 Tacoma, WA 98402  
 karlee.iverson@piercecountywa.gov  
 IP Address: 97.126.88.238

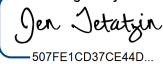
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 Holder: Karlee Iverson  
 karlee.iverson@piercecountywa.gov  
 Location: DocuSign

**Signer Events**

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

**Signature**

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Gary Robinson  
 Gary.Robinson@piercecountywa.gov  
 Finance Director  
 Security Level: Email, Account Authentication (None)

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

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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [curtis.hanson@piercecountywa.gov](mailto:curtis.hanson@piercecountywa.gov)

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [curtis.hanson@piercecountywa.gov](mailto:curtis.hanson@piercecountywa.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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- ii. send us an email to [curtis.hanson@piercecounitywa.gov](mailto:curtis.hanson@piercecounitywa.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- Until or unless you notify FPM\_DocuSign\_Procurement as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by FPM\_DocuSign\_Procurement during the course of your relationship with FPM\_DocuSign\_Procurement.