

ATTACHMENT A

INTERLOCAL AGREEMENT

BETWEEN

THE UNIVERSITY OF WASHINGTON

AND

THE CITY OF TACOMA

This Interlocal Agreement (“**Agreement**”) is entered into pursuant to Chapter 39.34 (Interlocal Cooperation Act), effective this ____ day of _____, 2018, by and between the University of Washington, a public institution of higher education and an agency of the state of Washington, having its administrative offices at 4333 Brooklyn Avenue, N.E., Seattle, Washington 98105 (**UW**) and the City of Tacoma (**City**), a municipal corporation operating under the laws of the state of Washington as a first class city, collectively the UW and City are referred to herein as the “Parties”.

WHEREAS, the University of Washington operates a branch campus (**UW-T**) in the City of Tacoma located at 1900 Commerce Street, Tacoma, Washington 98402-3100, and

WHEREAS, a substantial number of students attending the UW-T campus utilize available parking on the public streets in and around the UW-T campus, including Court E located between South 17th Street and South 19th Street, and

WHEREAS, the City has conveyed property located adjacent to the Greater Tacoma Convention Center to the Yareton Investment & Management LLC (**Developer**), subject to an amended and restated development agreement for construction of a hotel/mixed-use project (**Project**) that will enhance the operation of the Convention Center, and

WHEREAS, it is anticipated that during Project construction, on-street parking and off-street parking located in the vicinity of the Project will be utilized by employees of the Developer’s general contractor, subcontractors and other related parties working on this Project which in turn will displace many of the UW-T students currently utilizing on-street parking and off-street parking, and

WHEREAS, the UW-T currently owns assessors tax parcel No. 2017110041 located between South 19th St and South 17th St and Court “E” and Tacoma Ave S, which parcel (**Parcel**) the UW-T is willing to make available to the Developer, in whole or in part, for the temporary use by employees of Developer’s contractors and subcontractors for parking during Project construction upon such terms and conditions mutually agreeable to the Developer and UW-T, and

WHEREAS, the proposed temporary change in use of the Parcel for parking will require certain temporary on-site and off-site improvements and best management practices to ensure compliance with regulatory requirements imposed under the Tacoma Municipal Code

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(TMC), including Chapter 12.08 TMC and the City of Tacoma 2016 Stormwater Management Manual (SWMM), and

WHEREAS, upon completion of such temporary improvements, run-off from the Parcel will be discharged to the City of Tacoma stormwater conveyance system which is tributary to the City's Hood Street Regional Stormwater Treatment Facility (**Regional Stormwater Treatment Facility**), and

WHEREAS, Section 12.08.620 TMC provides that the City may enter into an agreement with the state allowing the discharge of stormwater into the City's stormwater system upon such terms and conditions and for such period of time as may be deemed reasonable, and

WHEREAS, UW and the City are authorized to enter into interlocal agreements pursuant to RCW Ch.39.34, the Interlocal Cooperation Act, and desire to enter into an interlocal agreement setting forth the terms and conditions upon which UW will be allowed to discharge runoff from the Parcel to the City's Regional Stormwater Treatment Facility;

NOW, therefore, in consideration of the mutual benefits and obligations as set forth herein, and for other good and valuable consideration already received, the Parties agree as follows:

1. Incorporation of Recitals. The Parties agree that the above-stated recitals are true and correct to the best of their knowledge and are incorporated herein by this reference.

2. Purpose. The UW intends to enter into an agreement with Developer for the purpose of Developer's use of the Parcel for vehicular parking and short-term off-site construction storage during Project Construction. The majority of this Parcel is unimproved. In the event that the parcel is utilized for parking and/or construction storage, uncontrolled runoff from the Parcel may lead to erosion on the Parcel and in the adjacent dirt/gravel Alley (**Court "E"**). Further, vehicular traffic to and from the Parcel and from Court "E" to the paved streets may result in the deposit of material such as gravel, dirt, mud and other debris (**Track-out**) in the alley and adjacent paved streets which material would be conveyed to the City's stormwater system in violation of TDMC 12.08.090. The development of this Parcel for temporary parking will require implementation of stormwater mitigation required pursuant to the SWMM. The City is willing, subject to the terms and conditions of this Agreement, to allow a temporary discharge of untreated stormwater to the City's stormwater system upstream of the City's Regional Stormwater Treatment Facility in lieu of construction and/implementation of on-site stormwater treatment best management practices required pursuant to the Tacoma Municipal Code. The purpose of this Agreement is, therefore, to set forth the rights, duties and obligations of the Parties relative to the temporary connection and discharge of stormwater from the Parcel to the City's Regional Stormwater Treatment Facility.

3. Property; Joint Board. No property will be acquired or held and no joint board will be created pursuant to this Agreement.

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4. Term; Termination. The term of this Agreement shall expire December 31, 2018; provided that, the Agreement shall automatically renew upon the same terms and conditions for three successive six-month periods in the absence of written notice of non-renewal given by UW no more than three months, and no less than one month, prior to the end of the initial term, or renewal term. UW may terminate this Agreement upon 30 days written notice given to the City; provided that, the obligations set forth at section 6.D shall survive such termination or expiration

5. No Separate Legal Entity. It is not the intention of the parties, nor shall this Agreement be interpreted, to create a separate legal entity for the performance of this Agreement. The City shall remain responsible for administering its obligations under this Agreement and UW shall be responsible for administering its obligations under this Agreement. The Parties shall have no obligation to provide any labor, services, equipment or materials in connection with this Agreement except as expressly provided herein.

6. Obligations of the Parties. The City and UW will undertake the following obligations:

A. Discharge to Regional Stormwater Treatment Facility. The City agrees that during the term of this Agreement, UW and its tenants or licensees may, in lieu of construction and implementation of on-site stormwater treatment best management practices required pursuant to Ch. 12.08 TMC and/or the SWMM, discharge stormwater run-off from the Parcel to the City's stormwater system upstream of the City's Regional Stormwater Treatment Facility.

B. Parking Improvements. All improvements made by UW, or its tenants or licensees, shall be in conformance with applicable regulatory requirements, including permitting and compliance with Ch. 12.08 TMC and the SWMM. The purpose of the provisions of Section 6.A above, is to provide a temporary method for UW, and its tenants, to comply with SWMM Minimum Requirement #6 (Water Quality Treatment). The improvements made to the Parcel (**Improvements**) shall minimize erosion and track-out from the Parcel to the Court "E" and South 19th St and South 17th St C. Additionally, that portion of Court "E" adjacent to the Parcel shall be graded, in conformance with applicable city standards, to facilitate maintenance; provided that, grading shall not alter the existing flow of run-off.

C. Maintenance. UW will, or will cause others to, implement best management practices (BMPs) as required by the City to minimize occurrence of Track-out and to remove Track-out from the Parcel to the Alley and adjacent paved streets. BMPs will, at a minimum, include the removal of Track-out from Court "E" and South 19th St and South 17th Street and any other affected City property or right-of-way either manually or with a sweeper. In the event that maintenance does not adequately control Track-out, UW will work cooperatively with the City to implement a solution to ensure that Track-out is minimized to the reasonable satisfaction of the City.

D. Expiration/Termination of Agreement. Upon expiration or termination of the Agreement, authorization to discharge stormwater to the Regional Stormwater Treatment

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Facility shall terminate, and following such expiration/termination, UW shall cease use of the Parcel for parking and construction storage and shall promptly undertake and complete one of the following actions; provided that, until the obligations of UW under this section 6.D are completed, UW shall continue to perform maintenance as required pursuant to Section 6.C of this Agreement:

i. Leave the Improvements in place and design, construct and operate on-site all such stormwater treatment best management practices and other mitigation that would have been required under applicable provisions of the City Code and SWMM as a condition precedent to making the Improvements; or

ii. In the event that the Regional Stormwater Treatment Facility is included in the Payment In-Lieu-of Construction Program set forth at TMC 12.08.870 (**Program**), leave the Improvements in place and apply for, comply with, be accepted into the Program and comply with all other requirements of the Program including the payment of applicable fees and charges; or

iii. Return the improved portion of the Parcel to a vegetated state by removing the Improvements and implementing BMP L613, SWMM Vol 3, sec 4.1(Post Construction Soil Quality and Depth), or such other mitigation as may be approved by the City.

7. Enforcement, Interpretation, Venue. The laws of the State of Washington shall govern the validity, performance, interpretation, and enforcement of this Agreement. Should either party institute arbitration for enforcement or interpretation of any provision contained herein, the venue of such arbitration shall be in Pierce County, Washington. The Parties agree that each of them were adequately represented by independent counsel, and that both Parties shared equally in the drafting of this Agreement. Therefore, this Agreement shall not be construed either for or against the City or UW as drafter, but this Agreement shall be interpreted in accordance with the general tenor of the language in an effort to reach an equitable result.

8. Notices. Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY	UNIVERSITY OF WASHINGTON
Merita Trohimovich Environmental Services 326 East D Street Tacoma, WA 98421	<u>MAILING ADDRESS</u> University of Washington UW Real Estate Campus Box 359446 Seattle, WA 98195-9446
Phone: 253-502-2103	Phone: (206) 616-3400 FAX: (206) 685-1547
E-Mail: MPollard@cityoftacoma.org	

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	<p><u>COURIER/DELIVERY ADDRESS:</u> University of Washington UW Real Estate 4333 Brooklyn Ave NE, T-12 Seattle, WA 98195-9446</p> <p><i>With copy to</i></p> <p>Ben Mauk Senior Real Estate Manager University of Washington Tacoma 1900 Commerce Street Tacoma, WA 98406 Phone: (253) 692-4331 Fax: (253) 692-4852</p>
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9. Integration and Amendment. There are no oral Agreements between the parties affecting the meaning, content, purpose, or effect of this Agreement. The provisions of this Agreement may be amended with the mutual consent of the parties. All amendments and/or addendums shall be incorporated into the original Agreement, and shall not supersede nor replace the original Agreement unless otherwise indicated. No additions to, or alterations of the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the Environmental Services Director and a representative of the UW vested with authority to execute the same.

10. Invalid Provisions. If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected thereby, if such remainder would then continue to serve the purposes and objectives of the parties.

11. Filing. By its signature below, each party confirms it approves of and is authorized to enter into this Agreement pursuant to RCW 39.34.080. A copy of this Agreement shall be listed by subject on the City and UW's web site or other electronically retrievable public source.

By its signature below, each party confirms it approves of and is authorized to enter into this Agreement pursuant to RCW 39.34.080.

This Agreement shall be effective as of the date set forth above.

CITY OF TACOMA:

UNIVERSITY OF WASHINGTON:

Michael P. Slevin, III, P.E.,
Environmental Services Director

Name: _____
Title: _____

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Approved as to form:

Approved as to Form:

Christopher D. Bacha
Chief Deputy City Attorney

Assistant Attorney General