

**MASTER AGREEMENT FOR
THE LIVABLE CITY YEAR PROGRAM**

between

The University of Washington

and

The City of Tacoma, WA

This Master Agreement (“Agreement”) is between the City of Tacoma, WA, a municipal corporation of the State of Washington (“City”), and the University of Washington, an institution of higher education and an agency of the State of Washington, having its principal campus located in Seattle, Washington (“University” or “UW”), together, “the Parties.”

RECITALS:

City provides a variety of services, programs and infrastructure to meet the needs of City area residents, businesses and visitors. To better serve the community, City proactively pursues partnership and grant opportunities to address known redevelopment, economic development, transportation and parks planning, and general planning needs, subject to available staff time and funding.

The University has special expertise to develop specific year-long engagements with communities through a Livable City Year Program (“LCYP”). Through collaboration with the selected community, Livable City Year (LCY) seeks to promote research, education, service, and public outreach related to the development of livable communities and sustainable cities.

LCY is a collaboration of faculty and students from multiple academic disciplines, including architecture, landscape architecture, business, journalism, public policy and management, law and others. Focused on enhanced student learning through an examination of the real-world issues facing local government, the program is funded through a variety of grant resources and a match from a selected community.

The City and University have agreed to establish a LCYP for the University’s 2017-18 academic year. This Master Services Agreement establishes the mutual understandings and agreements related to the LCYP.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Period of Performance.

This Agreement is effective on **September 27th, 2017** and will terminate on September 26th, 2018. This Agreement may be extended by mutual written agreement of the parties.

2. Task Orders.

“Task Order” refers to the document that authorizes performance of specific services, each, “a Project”, under this Agreement. A template Task Order is attached as **Exhibit A**. University will perform the services described in each Task Order that has been fully signed by authorized representatives of the parties. City has attached a Proposed Project list as **Exhibit B**.

3. Scopes of Work.

The Scope of Work for each Task Order will describe the specific services to be performed, include the following:

- 3.1.** A description of the purpose of each Project;
- 3.2.** Identified Project objectives and deliverables;

- 3.3. A timeline and major milestones;
- 3.4. Project cost;
- 3.5. Invoicing and payment schedules for each Project; and
- 3.6. City and University Project-specific contact information.

4. **Project Duties.**

- 4.1. **Duties of City.** City will develop up to 30 Projects and collaborate with the University to specify a Scope of Work for each Project. City will provide technical assistance and relevant information in support of the Projects, including but not limited to existing data sets and previously prepared reports, findings, architectural plans and maps, and stakeholder or public engagement activity summaries. City will also host student field trips in an effort to establish context for each Project. City will participate in a kick-off event, mid-course reviews of student progress, end of term final presentations, and year-end activities. City will organize stakeholders or public engagement activities as necessary in support of each Project. City may involve its public partners as well as private for profit and non-profit entities in the LCY program subject to University approval.
- 4.2. **Duties of University.** The University will, consistent with the Scope of Work for each Project, prepare and provide final reports and student-generated materials in electronic and paper format. The final reports will present a summary of coursework, key findings, examples of student work, and recommendations for each Project. The final report for each Project will include a summary of the work done over the term as well as an executive summary (if applicable) that highlights lessons learned and key takeaways. University will provide and supervise students familiar with the Projects to assist in the development of the final reports. The University will coordinate at least one event to kick off (at University) and one final event in the City to conclude the 2017-18 academic year to involve University faculty and students and City officials and staff.

5. **University Obligations.**

- 5.1. University will provide recommendations related to the development of livable communities and sustainable cities as specifically related to each Scope of Work for each Project issued by City and approved by University. The obligations defined and described in each individual Scope of Work will there in after be referred to as “Work.” Each Scope of Work will include a fixed price amount. City and University may agree to a change in the Scope of Work; provided, however that any such change will require that City and University have first negotiated any appropriate change to the fixed price amount based on the changed Scope of Work. Any such change to the fixed price amount must be by written amendment to the relevant Task Order approved by an authorized representative of each party.
- 5.2. City will not be responsible to provide University any labor, materials, supplies, equipment, office space, shop space, reference and background data and information, and all other things necessary for the performance of the Work described in each Scope of Work, except as otherwise expressly provided therein.
- 5.3. University will provide City with invoices in conformance with Sections 6 and 7.

6. **City’s Obligations.** City will pay University the agreed upon fixed price of \$10,000.00 for each Project. In no event will City be obligated to reimburse more for a particular Project than the fixed price. The total amount to be paid by City to the University pursuant to this Agreement will not exceed \$350,000.00.

- 6.1. The City will ensure that payment of the invoiced amount is made to University no later than 60 days after receipt of the invoice submitted in accordance with the respective Work Order.

7. **Invoice and Payment Addresses.**

- 7.1. **Invoice Address.** University will submit invoices to:

City of Tacoma
Attn: Chris Bell, City Manager's Office
747 Market Street, Room 444
Tacoma, WA 98402

7.2. Payment Address. City will submit payments to:

University of Washington
Grant and Contract Accounting
12455 Collections Drive
Chicago, IL 60693
Ref: A117060

8. Funds Available and Authorized.

City certifies at the time of signing each Task Order that within City's current appropriation or limitation it has sufficient funds available and authorized for expenditure to cover all payments that Task Order requires.

9. Termination.

The parties may mutually agree to terminate this Agreement or any Task Order at any time; provided however, that the terms of this Agreement shall apply to any Task Order in progress at the time of such Termination. Either party may terminate this Agreement or Task Order with 30 calendar days written notice to the other party's Business Contact. If City terminates this Agreement or a Task Order, it will pay University for services rendered, work performed, non-cancellable obligations created, and costs incurred up to the date of termination in conformance with each Task Order.

10. Ownership of the Work Product.

10.1. Creation; Determination. The parties agree that ownership of and other rights in any intellectual property created by the University in the course of providing the Services under this Agreement will be determined in accordance with the laws of the United States and the State of Washington and the UW's "Patent, Invention, and Copyright Policy" (<http://www.washington.edu/admin/rules/policies/PO/EO36.html>). Except as otherwise expressly provided herein, neither party shall by reason of this Agreement or its performance obtain any right, title, license or other interest, either express or implied, to the other party's intellectual property.

10.2. University Work Product. All work product and intellectual property including, without limitation, any inventions, improvements and discoveries conceived including, all computer software, copyrightable works, material, reports and data created in the course of performance of the Work ("Work Product") University produces under this Agreement is the property of University. University grants to City a royalty-free, non-exclusive, non-commercial and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, that Work Product for any governmental purpose.

10.3. City Work Product. All Work Product City produces under this Agreement is the property of City. City grants to University a royalty-free, non-exclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use, that Work Product for research and educational purposes.

10.4. Joint Work Product. All work product and intellectual property including, without limitation, any inventions, improvements and discoveries conceived including, all computer software, copyrightable works, material, reports and data produced by University and City together in the course of performance of the Work ("Joint Work Product") shall be jointly owned by the City and

University and both may reproduce, publish or otherwise use, and to authorize others to use the Work Product produced by both parties jointly under this Agreement.

10.5. Infringement Indemnification. Subject to the limitations specified in Section 17 of this Agreement, City will fully indemnify and hold harmless University, its Regents, its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, losses, liabilities, damages, awards and costs of every kind and description (including reasonable attorney's fees and expenses at trial, on appeal and in connection with any petition for review), which may be brought or made against University its agents, officials or employees and arising out of or related to the infringement of any state or federal copyright, trademark or any other applicable intellectual property laws caused by University's use of City Work Product as provided under this Agreement. Each party shall promptly notify the other in writing of any action, claim or demand that said party reasonably expects to result in an indemnifiable loss.

11. Disclaimer.

University will conduct the Project in accordance with generally-accepted professional standards of workmanship and effort at a quality comparable to research performed at major public and private research universities within the United States. City understands that all Work is experimental in nature and that the outcome of the Project is inherently uncertain and unpredictable. City agrees and acknowledges that University has not made and does not make any representation, guarantee or warranty, express or implied, regarding the results of the Project. EXCEPTING ONLY AS EXPRESSLY PROVIDED IN THIS AGREEMENT, UNIVERSITY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND HEREBY DISCLAIMS ALL SUCH WARRANTIES AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO: (i) THE PROJECT AND ANY RESULTS OF THE PROJECT; (ii) DATA, REPORTS, INFORMATION OR RESEARCH PROVIDED BY EITHER UNIVERSITY OR CITY; AND (iii) ANY INVENTION OR PRODUCT, OR OWNERSHIP THEREOF, WHETHER TANGIBLE OR INTANGIBLE, TESTED, CONCEIVED, DISCOVERED, OR DEVELOPED IN THE PROJECT OR IN CONNECTION WITH CONDUCTING THE PROJECT UNDER THIS AGREEMENT.

12. Limitation of Damages.

In no event shall either party be liable to the other party for any claims by the other party for indirect, incidental, consequential, special, punitive, or exemplary damages, including lost profits, arising or alleged to arise from this Agreement, its breach, or the transactions contemplated herein, however caused, under any theory of liability.

13. Insurance.

The parties shall maintain during the term of this Agreement insurance coverage or an equivalent program of self-insurance as follows:

1. Commercial General Liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate limit, and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury.
2. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
3. Professional Liability insurance with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit, and shall cover insurance appropriate to the parties' profession.
4. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

University is self-insured under RCW 28B.20.253.

14. Notice and Contacts.

14.1. Notices. Except as otherwise expressly provided in this Agreement, the parties will provide any communications or notices in writing by personal delivery, facsimile, first-class mail (postage prepaid) or email to the other party at their address set forth below unless either party has designated a different contact with a previous notice.

14.2. Effective Date. All notices a party mails are effective three (3) days after the party mails the notice. All notices a party sends by facsimile or email are effective when the transmitting machine generates receipt of the transmission. All communications or notices a party delivers in person are effective when that party actually delivers the notice.

14.3. Contacts.

Communications concerning work to be performed under this Agreement will be sent to:

City (Technical)

Tanisha Jumper
Program Manager, Tacoma 2025
City Manager's Office
City of Tacoma
747 Market Street #1520
Tacoma, WA 98402
253-591-5019
tjumper@cityoftacoma.org

University (Technical)

Branden Born
Associate Professor, Urban Design & Planning
College of Built Environments
University of Washington
410 Gould Hall
Seattle, WA 98105
206-543-4975
bborn@uw.edu

Communications regarding this Agreement will be sent to:

City (Technical)

Maria Lee
Media and Communications Office
City of Tacoma
747 Market Street #1520
Tacoma, WA 98402
253-591-2054
Maria.lee@cityoftacoma.org

University (Business)

Office of Sponsored Programs
University of Washington
4333 Brooklyn Ave NE
Seattle, WA 98105
206-543-4043
osp@uw.edu

Communications regarding this Agreement will be sent to:

City (Invoices)

Chris Bell
City Manager's Office
747 Market Street, Room 444
Tacoma, WA 98402
253-591-7925
cbell@cityoftacoma.org

University (Invoices)

Grant and Contract Accounting
University of Washington
4300 Roosevelt Way NE, Ste 300
Seattle, WA 98105
206-616-9995
gcahelp@uw.edu

In the case of a legal notice relating to a dispute, claim or controversy arising out of or relating to this Agreement, a copy of such notice shall also be provided to:

City Attorney's Office
Attn: City Attorney

Washington State Attorney General's Office

747 Market St.
Room 1120
Tacoma WA 98402
235 591-5633(Voice)
253-591-5755(Facsimile)

University of Washington Division
Attention: Senior Assistant Attorney General
4333 Brooklyn Ave NE, 18th Floor
Box 359475
Seattle, WA 98195-9475
206-543-4150 (Voice)
206-543-0779 (Facsimile)
agouw@u.washington.edu (Electronic Mail)

15. Disputes; Governing Law; Attorney's Fees

15.1. Notice of Dispute, Negotiation and Mediation. Prior to commencing any legal action, the parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate such negotiations by providing written notice to the other party specifying that this provision of this Agreement is being utilized and setting forth the subject of the dispute and the relief requested. The party receiving such notice will respond in writing within ten business (10) days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each party with full settlement authority shall meet at a mutually agreeable time and place in Seattle, Washington within ten business (30) days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt in good faith to resolve the dispute. If the dispute is not resolved by these negotiations, the matter will be submitted to a mutually agreeable and recognized nonbinding mediation service prior to initiating legal action. Any such mediation shall be conducted in Seattle, Washington and the costs of the mediation service shall be shared equally by the parties.

15.2. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and enforced according to the laws of the State of Washington and the United States, without giving effect to its or any other jurisdiction's choice of law provisions, and the Superior Court of Washington for King County shall have exclusive jurisdiction and venue of all disputes arising under this Agreement, except that in any case where the courts of the United States shall have exclusive jurisdiction over the subject matter of the dispute, the United States District Court for the Western District of Washington, Seattle division, shall have exclusive jurisdiction and venue.

15.3. Attorney Fees. In any action sought to enforce or interpret this Agreement or any provision of this Agreement, each party shall bear its own attorney's fees and costs.

16. Confidential Information.

The parties acknowledge that they have not and that they do not anticipate disclosing to each other any confidential or proprietary information in connection with this Agreement or a Project undertaken in connection with this agreement. In the event that a party believes that a disclosure of confidential or proprietary information will be required to carry out a Project, such party will promptly notify the other party and request that the parties enter into an appropriate confidential disclosure agreement on terms mutually agreeable to both parties. Unless and until any such confidential disclosure agreement has been executed by the duly authorized representatives of the parties, nothing in this Agreement, a task order executed in connection with this Agreement, a Project, or the results of a Project will be deemed to be confidential or restricted from disclosure by either party to any third party.

17. Family Educational Rights and Privacy Act.

City agrees to protect the confidentiality of student information and to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) and its implementing regulations, specifically 20 U.S.C. 1232g, 34 C.F.R. § 99.1 et seq., and University Policy 571-020, with respect to any

redisclosure of personally identifiable information from education records obtained from the University.

18. Independent Contractors.

The Parties are independent contractors and nothing in this Agreement creates a partnership, agency, or joint venture between the parties. Neither party has the power to bind or obligate the other in any manner, other than as this Agreement expressly sets forth. Each party is responsible for wages, hours, benefits, taxes, and workers' compensation and conditions of employment of their respective personnel under this Agreement.

19. Indemnity.

19.1. University. To the extent permitted by the laws of the State of Washington, University will defend, indemnify, and hold City harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from University or its employees' or agents' negligent acts or omissions under this Agreement.

19.2. City. To the extent permitted by the laws of the jurisdiction in which City's headquarters is located, City will defend, indemnify, and hold University harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from City or its employees' or agents' negligent acts or omissions under this Agreement.

20. Sovereignty.

Nothing in this Agreement is a waiver of University's or City's sovereign or governmental immunities.

21. Survival.

All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.

22. Severability.

If a court of competent jurisdiction determines any term or provision of this Agreement is invalid or unenforceable to any extent, it will not be affected the remainder of this Agreement, and each term and provision of this Agreement will remain valid and enforceable to the fullest extent law allows.

23. No Third Party Beneficiaries.

University and City are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

24. Compliance.

The parties agree to comply with all applicable Federal, state, and local laws, including but not limited to those regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability; and any applicable laws relevant to the protections of human subjects involved in Research.

25. Export Control.

City understands that the parties are subject to and that Washington's obligations under this Agreement are contingent upon compliance with certain laws and regulations of the United States applicable to the export of technical data and information, computer software, laboratory prototypes and other commodities (including without limitation the Arms Export Control Act, as amended, and the Export Administration Act of 1979) ("Export-Controlled Materials"). City understands that the transfer of any Export-Controlled Materials to City under this Agreement or under any other agreement entered into pursuant to this Agreement, including transfers to City's affiliates and permitted uses by certain third parties, may require a license from a cognizant agency of the United States Government and/or written

assurances by City that City shall not transfer Export-Controlled Materials to certain foreign countries without the prior approval of an appropriate agency of the United States government. The University neither represents that any such export license shall not be required, nor that, if required, it shall be issued. City agrees that it will not provide or make accessible to University any Export-Controlled Materials without first notifying University in writing of the existence and nature of the Export-Controlled Materials and obtaining the prior written agreement of the University, through a duly-authorized University representative, for the University to receive such Export-Controlled Materials. All Export-Controlled Materials shall be conspicuously labeled "Export Controlled" together with any applicable Export Control Classification Number.

26. Bayh-Dole Requirements.

In the event University receives any funding from a funding agency of the U. S. government for a Project in connection with any Task Order, City understands and agrees that the intellectual property or other similar rights covered by this Agreement may be subject to the rights and limitations of U.S. Public Laws 96-517 and 98-620, 35 USC §§200-211, and various implementing regulations, including those codified at 37 CFR Part 401, known generally and collectively as "Bayh-Dole Requirements." In such case, the parties agree to include, where applicable, in any application for a U.S. Patent a statement fully identifying the rights of the U.S. government under the Bayh-Dole Requirements; and City acknowledges that the University shall be required to grant the U.S. government a worldwide, non-exclusive, royalty-free license for such invention covered by any Patent notwithstanding anything in this Agreement to the contrary.

27. Non-Waiver.

If either party fails to enforce any provision of this Agreement, it does not constitute that party's waiver of that or any other term or provision of this Agreement.

28. Force Majeure.

Nonperformance by a party, other than payment of any amounts due hereunder by City, shall not operate as a default under or breach of the terms of this Agreement to the extent and for so long any such nonperformance is due to: strikes or other labor disputes; prevention or prohibition by law; the loss or injury to products in transit; an Act of God; or war or other cause beyond the control of such party.

29. Execution and Counterparts.

The parties may execute this Agreement in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Agreement), each of which the parties will consider an original and all of which together will constitute one and the same agreement. At the request of a party, the other party will confirm facsimile or electronically transmitted signature page by delivering an original signature page to the requesting party.

30. Entire Agreement; Modification.

This Agreement, including all exhibits and attachments, constitutes the sole agreement between the parties with respect to is subject matter. The parties may only amend it in writing signed by an authorized representative of each party. Executed Task Orders may only be amended in a writing signed by authorized representatives of each party.

31. Agreement Interpretation.

31.1. All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraph or sections to which they apply.

31.2. As used herein, where appropriate, the singular shall include the plural and vice versa and masculine, feminine and neutral expressions shall be interchangeable.

31.3. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the parties.

[SIGNATURES APPEAR ON NEXT PAGE]

CITY OF TACOMA

UNIVERSITY OF WASHINGTON

Signature

Signature

Elizabeth Pauli

Name

Name

City Manager

Title

Title

Date

Date

Tax ID No. 91-6001537

Signature

Finance Director

Signature

Approved as to Form:

Signature

Deputy City Attorney

ATTEST:

Signature

City Clerk

Exhibit A–Template Task Order

Exhibit A – Template Task Order Cover Sheet

(See 3, Scopes of Work for content detail)

Task Order No. _____

Pursuant to the MASTER AGREEMENT (“Agreement”) between the City of Tacoma (“City”) and University of Washington (“University”) effective _____, University will undertake this Task Order as follows:

1. University staff will provide the services described in Attachment 1, attached hereto and incorporated herein.
2. Period of Performance in conformance with the Agreement requirements and specific requirements of Attachment 1.
3. Fixed Price: \$10,000, payable per Sections 6 and 7 of the Agreement and in accordance with the following invoicing schedule:
 - a. 50% upon execution of this Task Order;
 - b. 50% upon delivery of the final report.
4. Funds Available and Authorized. City certifies at the time of signing this Task Order that within City’s current appropriation or limitation it has sufficient funds available and authorized for expenditure for all payments that this Task Order requires.
5. Additional Terms: _____

Acknowledged and accepted:

UNIVERSITY OF WASHINGTON

CITY OF TACOMA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit B. Initial List of City Projects

Organizational Improvement and Accountability

- Open Space Survey (ES)
- Downtown Green Stormwater Ecosystem Services Analysis (ES)
- Revitalization Area Planning Toolkit (CEDD)
- Tacoma 2025 Baseline Data Collection (CMO)
- Neighborhood Health Indicators + Livability Index (NCS)
- 2018 Neighborhood Council Program Review (CEDD)
- City Services Artificial Intelligence (IT)
- City of Tacoma Innovation Lab (CMO)

Urban Design and Planning

- Pacific Avenue Transit Station Area Placemaking (PDS)
- Urban Design Program Graphics Package (PDS)
- Regional Growth Center Scorecard and Dashboard (PDS)
- Commercial Pattern Areas (PDS)
- Impact Fee Options Study (PW)
- Arts Strategy for the Tacoma Mall Subarea (CEDD, PDS)
- Ruston Way Environmental Design Challenge (PDS)
- Housing Inventory (CEDD)
- Innovative Housing Options Toolkit (PDS, CEDD)
- Infill Housing Program Development (PDS)

Economic Development

- Pacific Avenue Market Study (NCS)
- Pacific Avenue Transit Station Area Catalyst Sites (PDS and NCS)
- Tacoma Mall Station Relocation Catalyst Sites (PDS)
- Business Recruitment: A Millennial Perspective (CEDD)
- Citynet Business Model (IT/MCO)
- Development Incentive Toolkit (CEDD, PDS)
- Foss Peninsula Industrial Futures (PDS)

Health and Equity

- A Road Map to Civic Engagement (CMO)
- Identifying and Educating Vulnerable Workers (Finance)
- Equitable Smart Energy Delivery (TPU)
- Emergency Preparedness for High Risk Populations (Fire)
- Neighborhood and Workplace Electric Vehicle Charging Station Deployment (ES)
- Eastside Food Innovation District (CEDD)
- Equity Through Historic Preservation (PDS)
- Equity in the Urban Forest (ES)
- Addressing Implicit Bias in the Prosecution of Cases (Legal)

- Cardiac Arrest Survivability (Fire)

Communications

- Planning Video Library (PDS)
- Planning and Development Services Communications Plan (PDS)
- Preventable Causes of Structure Fire Awareness and Education (Fire)