

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE METROPOLITAN PARK DISTRICT OF TACOMA
AND
THE CITY OF TACOMA
RELATING TO PHASE I MUNICIPAL STORMWATER PERMIT RESPONSIBILITIES**

This MEMORANDUM OF UNDERSTANDING ("MOU") is dated November 15, 2023 (for reference purposes only) and is entered into by and between the Metropolitan Park District of Tacoma, a municipal corporation ("MPT") and the City of Tacoma, a municipal corporation of the State of Washington (the "City") for the purposes described herein. MPT and the City are sometimes collectively referred to herein as the "Parties" or singularly as the "Party".

RECITALS

WHEREAS, the Parties are subject to the Clean Water Act's National Pollutant Discharge Elimination System ("NPDES") Phase I Municipal Stormwater Permit ("Stormwater Permit") pursuant to which the City is a Permittee and MPT is a Secondary Permittee;

WHEREAS, the Stormwater Permit provides at Sections S3.B.1 and S3.B.2 that

Permittees and Co-Permittees that are continuing coverage under this Permit shall submit a statement that describes the permit requirements that will be implemented by other entities. The statement shall be signed by all participating entities. There is no deadline for submitting such a statement, provided that this does not alter implementation deadlines. Permittees and Co-Permittees may amend their statement during the term of the Permit to establish, terminate, or amend their shared responsibilities statement, and submit the amended statements to Ecology.

S3.B.2

Secondary Permittees shall submit an NOI that describes which requirements they will implement and identify the entities that will implement the other permit requirements in the area served by the Secondary Permittee's MS4. A statement confirming the shared responsibilities, signed by all participating entities, shall accompany the NOI. Secondary Permittees may amend their NOI, during the term of the Permit, to establish, terminate, or amend shared responsibility arrangements, provided this does not alter implementation deadlines.

WHEREAS, the Parties desire to enter into this MOU to meet the requirements of Sections S3.B.1 and S3.B.2 of the Stormwater Permit to describe the permit requirements that will be implemented by MPT and intend to submit this MOU to the Washington State Department of Ecology as required under the Stormwater Permit;

WHEREAS, the Parties have previously entered into an Interlocal Agreement Relating to Parks and Facility Operations and Maintenance effective Jan 1, 2015, to December 31, 2026, (the "2016 ILA") and have entered into other agreements that outline certain responsibilities of the Parties with respect to use, maintenance and operation of real property and appurtenances of the other Party that may include stormwater compliance functions (collectively the "Use, Maintenance and Operation Agreements");

WHEREAS, the City owns certain real property and appurtenances within and upon which MPT operates and conducts Stormwater Permit compliance activities and MPT owns certain real property and appurtenances within and upon which the City operates and conducts Stormwater Permit compliance activities in accordance with the Use, Maintenance and Operations Agreements; and

WHEREAS, MPT intends to conduct specific tasks that are required in the Phase I Municipal Stormwater Permit on behalf of the City as provided in this MOU, and the City intends to conduct specific tasks that are required in the Phase I Municipal Stormwater Permit on behalf of MPT as provided in this MOU;

NOW THEREFORE, the Parties acknowledge and agree that the foregoing recitals are true and correct and based upon the foregoing agree as follows:

AGREEMENT

SECTION 1. PURPOSE.

MPT and the City have co-terminus boundaries and each own real property and appurtenances as specified on **Exhibit A** and **Exhibit B** and has undertaken certain responsibilities in accordance with the Use, Maintenance and Operations Agreements. It is the intent of the Parties that this MOU, as required by Sections S.B.3.1 and S.B.3.2 of the Phase I Municipal Stormwater Permit, memorialize the Parties' mutual understanding of their respective stormwater permit compliance responsibilities and tasks to be implemented by each Party on behalf of the other Party with respect to the real property and appurtenances identified in Exhibit A and Exhibit B. It is not the intent of the Parties through this MOU to change or alter the contractual obligations of the Parties as set forth in the Use, Maintenance and Operations Agreements.

SECTION 2. DURATION OF MOU, TERMINATION.

The date of execution hereof notwithstanding, the Parties agree that this MOU shall be effective upon the date of mutual execution (the "Effective Date") through August 1, 2029. The Parties intend to update and revise this MOU every five years thereafter, PROVIDED, that either Party hereto shall have the right to terminate this MOU for any reason whatsoever, upon giving the other Party a minimum of sixty (60) calendar days written notice in advance of the date of termination.

SECTION 3. STORMWATER PERMIT SUPPORT.

The City and MPT agree that each will provide Stormwater Permit Compliance activities as described herein at all locations owned by the City where MPT has responsibility for maintenance and/or operations as noted in Exhibit A and at all locations where the City has responsibility for maintenance and/or operations for MPT owned parcels as noted in Exhibit B. Responsibility for maintenance and/or operations may arise by operation of law or through a contractual obligation as set forth in one or more Use, Maintenance and Operations Agreements.

A. S6.D.1 Public Education and Outreach:

- a. Per Stormwater Permit Section S6.D.1.a, MPT will label and maintain storm drain inlets in maintenance yards, parking lots, along sidewalks, and at pedestrian access points.

- b. Per Stormwater Permit Section S6.D.1.a, The City will label and maintain storm drain inlets in maintenance yards, parking lots, along sidewalks, and at pedestrian access points.

B. S6.D.3 Illicit Discharge Detection and Elimination:

- a. MPT will inspect, correct, and report illicit connections, spills, and illicit discharges per S6.3 of the Permit. MPT will notify the City as soon as practicable and within 24 hours of discovery of such events per TMC 12.08D.120. MPT will call the City's 24-hour pager number 253-502-2222 to report any spill to the stormwater system or receiving waters. All spills and other applicable events will be reported per Stormwater Permit Section G3.
- b. The City will inspect, correct, and report any illicit connections, spills, and other illicit discharges per S5.C.9.d and G3 for incidents that occur on the parcels noted in Exhibit B that MPT owns and the City operates. City staff will email to notify MPT at stormwater@tacomaparks.com within 24 hours of such events.

C. S6.D.6 Pollution Prevention and Good Housekeeping for Municipal Operations:

- a. The City will provide to MPT, upon request, inspection reports from the City's inspection of MPT's stormwater treatment and flow control facilities both owned and/or operated by MPT. Per S6.D.6.a.i, MPT may utilize that information to fulfill the Stormwater Permit requirement for stormwater treatment and flow control facilities. The City will complete these inspections per its schedule as required in Section S5.C.10.b and/or S5.C.10.c.
- b. All catch basins owned by the City and operated by MPT or on parcels that are owned by the City where the catch basins are owned or operated by MPT shall be inspected by MPT annually in compliance with Stormwater Permit Section S5.C.10.d.i. Maintenance shall be completed by the deadlines prescribed by Stormwater Permit Section S5.C.10.a.ii. MPT will supply the results of all inspections and maintenance it completes to the City by December 1st of each calendar year beginning in 2024. Maintenance results shall include the date the inspection was performed for each individual catch basin and the date and type of maintenance performed, including any cleaning that is performed.
- c. All stormwater treatment and flow control BMPs/facilities owned by the City and operated by MPT or on parcels that are owned by City where the stormwater systems are owned or operated by MPT shall be inspected by the City's Environmental Services Environmental Compliance for compliance with Stormwater Permit Section S5.C.10.c.i. MPT shall complete all required maintenance by the deadlines prescribed by Environmental Services and Stormwater Permit Section S5.C.10.a.ii. MPT will supply a maintenance report to the City by December 1st of each calendar year beginning in 2024. The maintenance report shall include the date maintenance was performed for each individual facility and the type of maintenance that was completed.
- d. For all Operations and Maintenance Activities covered under Stormwater Permit Section S5.C.10.e that MPT undertakes on parcels owned by the City, the City's procedures shall be followed. The City's procedures are currently documented in

the "City of Tacoma Utility Employee Stormwater Quality Best Management Practices Manual" dated October 2017 (the "BMP Manual") and are available on the following webpage: <https://www.cityoftacoma.org/cms/One.aspx?portalId=169&pageId=147435>. The City shall provide to MPT any updates to the BMP Manual per Stormwater Permit Sections S5.C.10.e and S6.D.6.a within 14 days of the update becoming effective. MPT will comply with the updates 30 days after MPT is advised of the update.

- e. The City will inspect all stormwater systems including, but not limited to: catch basins, stormwater pipes, open channels, and culverts on property owned by MPT, but operated by the City (as noted in Exhibit B), per the Stormwater Permit Sections S5.C.10 and S6.D.6.a.i and MPT's Operation and Maintenance Plan per Stormwater Permit Section S6.D.6.a, a minimum of once per year and complete all Stormwater Permit required maintenance per the Stormwater permit required timelines and per the City's maintenance standards. The City will supply a maintenance report to MPT by December 1st of each calendar year. The maintenance report shall include the date maintenance was performed for each individual facility and the type of maintenance that was completed. MPT will supply their Operation and Maintenance Plan per Stormwater Permit Section S6.D.6.a to the City within 5 days of the Effective Date of this MOU and any updates to the Operation and Maintenance Plan per Stormwater Permit Section S6.D.6.a within 14 days of the update becoming effective. City will comply with the updates 30 days after City is advised of the update.
- f. For all Operations and Maintenance Activities required by Stormwater Permit Section S5.C.10.e the City undertakes on parcels owned by MPT, MPT's Operations and Maintenance Plan procedures shall be followed.

SECTION 4. COMMUNICATION.

All standard communications and reports included in this MOU will be sent to:

City Stormwater Permit Manager
Sarah Norberg
Environmental Services, Environmental Programs Group
253-208-0536
snorberg@cityoftacoma.org
SWNPDESpermits@cityoftacoma.org

MPT Stormwater Permit Manager:
Erich Sachs
Metro Parks Tacoma
253-305-1017
erich.sachs@tacomaparks.com
stormwater@tacomaparks.com

SECTION 5. PERFORMANCE MEASURES.

MPT will ensure that all work accomplished will be completed per this MOU and the pertinent Stormwater Permit Section(s). MPT will provide the City Stormwater Permit Manager a copy of all inspection reports and Stormwater Permit required maintenance reports. All maintenance shall be accomplished in the timelines and procedures of the Stormwater Permit.

The City will ensure that all work accomplished will be completed per this MOU and the pertinent Stormwater Permit Section(s). The City will provide the MPT Stormwater Permit Manager a copy of all inspection reports and Stormwater Permit required maintenance reports. All maintenance shall be accomplished in the timelines and procedures of the Stormwater Permit.

SECTION 6. DISPUTE RESOLUTION.

In the event of a dispute between MPT and the City arising out of or relating to this MOU, the matter shall be submitted to the interagency Coordinating Committee (ICC) for resolution. If the matter is not resolved by the ICC, the MPT Executive Director and the City Manager or their designated representatives shall review such dispute and options for resolution. If the dispute cannot be resolved by MPT Executive Director and the City Manager, the dispute may be submitted to mediation, and if still not resolved, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

SECTION 9. NO THIRD-PARTY BENEFICIARY.

MPT does not intend by this MOU to assume any contractual obligations to anyone other than the City. The City does not intend by this MOU to assume any contractual obligations to anyone other than MPT. MPT and the City do not intend for there to be any third-party beneficiary to this MOU.

SECTION 10. NOTICES.

All notices, demands or requests which may be or are required to be given by one party to the other under this MOU shall be given in writing and hand delivered, or sent by United States registered or certified mail, postage prepaid, return receipt requested, and addressed to the addresses below, as the case may be. Notices shall be deemed to have been given upon receipt or attempted delivery when delivery is not accepted. Either party may change its address upon written notice given to the other.

MPT:

Metropolitan Park District of Tacoma
Attn: Shon Sylvia, Metro Parks Tacoma Executive Director
4702 South 19th Street
Tacoma, WA 98405

City:

City of Tacoma
Attn: Michael P. Slevin, III, P.E., Environmental Services Director
326 East D Street
Tacoma, WA 98421

SECTION 13. INTEGRATION AND AMENDMENT.

The provisions of this MOU may be amended with the mutual consent of the parties. All amendments and/or addendums shall be incorporated into the original MOU, and shall not supersede, replace, or otherwise alter the original MOU unless otherwise indicated. No additions to or alterations of the terms of this MOU shall be valid unless made in writing and formally approved and executed by the City Manager and the MPT Executive Director. This MOU shall supplement the Use, Maintenance And Operation Agreements.

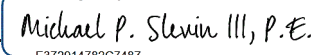
SECTION 14. INVALID PROVISIONS.

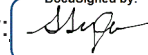
If any provision of this MOU shall be held invalid, the remainder of the MOU shall not be affected thereby, if such remainder would then continue to serve the purposes and objectives of the Parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date below each signature.

CITY OF TACOMA

METROPOLITAN PARK DISTRICT
OF TACOMA

By: DocuSigned by:
 _____
E372914782C7487...
Director of Environmental Services
Date: November 15, 2023

By: DocuSigned by:
 _____
33480F345147439...
Executive Director
Date: November 4, 2023

Approved as to Form:

DocuSigned by:
 _____
115CE15455AD46B...
City Attorney

EXHIBIT A
**City owned property where stormwater elements are operated and/or owned
by MPT**

Parcel Number	Physical Location	Description	Ownership	Stormwater Information
2016220011 (2016220010 and 2016230021 have been combined into 2016220011)	1602 MLK Jr. Way	People's Community Center	Owned by City of Tacoma	The agreements indicate that all stormwater elements and facilities should be inspected and maintained by Metro Parks (2016 ILA expires 12/31/2026) City will inspect the stormwater facility annually
0221103000	5400 N Pearl St	Point Defiance Park	Owned by City of Tacoma	Metro Parks will complete cb inspection and maintenance and inspection and maintenance of all other stormwater facilities annually. ES owns and will inspect and maintain the Regional Water Quality Facility located east of 163/North Pearl Street and north of Park Ave
8950002351	1743 N Schuster Pkwy (2201 Ruston Way)	Jack Hyde Park on Commencement Bay (formerly Commencement Park)	Owned by City of Tacoma	Per the 2016 ILA Catch basin inspection and maintenance by Metro Parks Tacoma
8950002860	3427 Ruston Way	Marine Park / Les Davis Pier; Marine Park to be renamed Judge Jack Tanner Park	Owned by City of Tacoma	Per the 2016 ILA catch basin inspection and maintenance by MPT. City responsible for public outfalls that cross this parcel and ROW cbs unless specified in another agreement.
8950002870	3427 Ruston Way	Marine Park / Les Davis Pier; Marine Park to be renamed Judge Jack Tanner Park	Owned by City of Tacoma	Per the 2016 ILA catch basin inspection and maintenance by MPT. City responsible for ROW cbs unless specified in another agreement.
0321293035	1741 N Schuster Pkwy	Chinese Reconciliation Park	Owned by City of Tacoma	Per the 2016 ILA Metro Parks Tacoma shall inspect and maintain the site stormwater.
8950002361	1741 N Schuster Pkwy	Chinese Reconciliation Park	Owned by City of Tacoma	Per the 2016 the ILA Metro Parks Tacoma should inspect and maintain the site stormwater. There is a ES outfall on this parcel that will be maintained by ES, unless specified in another agreement.

Exhibit B
**MPT owned property, where stormwater elements are operated or partially
operated by the City**

Parcel Number	Physical Location	Description	Ownership	City Stormwater Information
0320214184	400 E. 56th St.	Police Sector 4 (Stewart Heights) Substation	Parcel owned by Metro Parks Tacoma	See Sheet C3.01 of Permit 40000118702 for stormwater elements related to Police substation
0320292027	1501 South 72nd Street	Police Sector 3 (Wapato) Substation	Parcel owned by Metro Parks Tacoma	See permit 40000039402 sheet C4.04 for stormwater elements related to Police substation There are also ES stormwater mains on this parcel
0321221090 Substation parcel 0321221003	4818 Nassau Ave NE Substation address 4731 Norpoint Way NE	Norpoint Police Substation	Parcel owned by Metro Parks Tacoma	See Permit 40000039403 sheets C2.04 and C2.05 for stormwater elements related to Police substation