

RESOLUTION NO. 2020-11

A Resolution of the Pierce County Flood Control Zone District Awarding Project Funding for the Flood Risk Reduction and Watershed Management Economic Stimulus Grant Program and Approving Interlocal Agreements with Grantees.

Whereas, the Pierce County Flood Control Zone District ("District") board of supervisors ("Board") established a strategic reserve as part of its fund balance policy with resolution FCZD 2017-4; and

Whereas, the District established the Flood Risk Reduction and Watershed Management Economic Stimulus Grant Program with Resolution 2020-2; and

Whereas, the District conducted a countywide call for projects and convened an independent panel to review project grant applications; and

Whereas, the grant review panel found that the top scoring projects provide flood risk reduction, water quality, habitat, and economic benefits; and

Whereas, the District Executive Committee reviewed and considered the grant panel recommendations at their meetings on October 14, 2020 and November 18, 2020, now therefore,

BE IT RESOLVED by the Board of Supervisors of the Pierce County Flood Control Zone District as follows:

Section 1. The Board of Supervisors approves the Flood Risk Reduction and Watershed Management Economic Stimulus Grant Program funding awards as described in Attachment A to this Resolution.

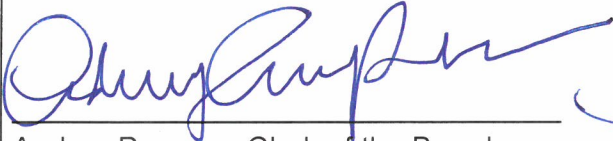
Section 2. The Board of Supervisors authorizes the Chair to sign the grant recipient Interlocal Agreements included as Attachments B, C, D, and E to this resolution.

ADOPTED this 9th day of December, 2020.


ATTEST:

PIERCE COUNTY FLOOD CONTROL
ZONE DISTRICT

Pierce County, Washington

A blue ink signature of Audrey Persons, written in a cursive style, positioned above a horizontal line.

Audrey Persons, Clerk of the Board

A blue ink signature of Dave Morell, written in a cursive style, positioned above a horizontal line.

Dave Morell, Board Chair

**Flood Risk Reduction and Watershed Management Economic Stimulus Grant Program
Recommended Projects for 2021**

1. **Pierce County's Huge Creek Culvert Replacement at 160th Street KPN Bridge #17221 Project not to exceed \$298,060**

Project Name: Huge Creek Culvert Replacement at 160th St KPN. BR#17221

Scope of Work: The project proposes to replace an existing fish passage barrier culvert with a larger span to allow unimpeded passage of adult and juvenile salmon and trout. The existing culvert is an undersized 5' x 6' concrete box culvert with a concrete apron with a small drop of about 0.5' at low flow. The culvert will be replaced with a 30' wide x 40' long x 10' high, 3-sided box culvert.

Location of the project: The project is located at the Huge Creek stream crossing on 160th St NW (SW Countyline Road), which is the county line between Pierce County and Kitsap County. The road is shared with Kitsap County.

Project Timeframe: June 2021- October 2021 **Total project cost:** \$943,060

Flood Control Zone District grant share: \$298,060 **Local share:** \$645,000

2. **NWSA's Parcel 15 Bridge across Wapato Creek Project, Wapato Creek Bridge and Culvert Removal not to exceed \$931,640**

Project Name: Wapato Creek Bridge and Culvert Removal

Project Proponent & Reference: The Northwest Seaport Alliance (NWSA), Master Identification Number 201070.01

Scope of Work: This project will replace the failing CMP culvert, an undersized fish barrier, with a full-span, drilled shaft supported bridge (approximately 41 feet wide and 66 feet long). In addition to the new bridge construction and culvert removal, the proposed project includes repairs to an existing concrete stormwater outfall pipe, restoration of the streambed where the culvert was located, and recontouring and restoration of the slopes along Wapato Creek.

Location of the project: This project is located at 4215 State Route 509, Tacoma, WA (Parcel 5000350150, Port Parcel 15). See attached Vicinity Map

Project Timeframe: October 2019 - October 2021 **Total project cost:** \$2,728,577

Flood Control Zone District grant share: \$931,640 **Local share:** \$1,796,937

**3. Pierce Conservation District South Prairie Creek Floodplain Reconnection, RM 2.7-2.8 Phase 1
Project not to exceed \$1 million**

Scope of Work: Pierce Conservation District will purchase in fee simple the Soler Farm, a 73-acre parcel that is adjacent to approximately 1.1-stream miles. Purchasing this land presents a rare opportunity to implement a multi-benefit floodplain reconnection project that would reduce flood risk and maintenance costs, restore vital salmon habitat, and keep the property in agricultural production.

Location of the project: South Prairie Creek River Mile 2.7 – 2.8, at Spring Site Road, Parcel numbers: 0519144703, 0519141702, 0519142702, 0519143010.

Project Timeframe: January 2021- December 2021

Total project cost: \$1,239,000

Flood Control Zone District grant share: \$1,000,000 **Local share:** \$239,000

4. City of Dupont Historic Village Stormwater Management Plan – CIP #1 and CIP#3 Project not to exceed \$170,300

Project Name: Historic Village Stormwater Management Plan

Scope of Work:

CIP project #1: Repair & Maintenance of existing facilities (\$30,600)

- Clean access & Vactor drywell (10 locations)
- Installation of cleanout in drywells (5 locations)
- Installation of 35 LF infiltration trench (1 location)
- Installation 2 x type-1 catch basin (1 location)

CIP project #3: Repair & replace existing facility (\$139,700)

- Replace the existing basin 27 type-1 drywell with type -1 catch basin
- Replace basin 7 type-2 drywell with a 48th-inch diameter pre-settling structure with a grated lid

connected to a new 41 LF infiltration trench by mean of 5 LF of 12-inch CPEP pipe.

Location of the project:

CIP #1 has 14 separate locations spread through the Historic Village Neighborhood. CIP #3 is on Barksdale Avenue (between intersections of Santa Cruz Avenue, and Forcite Street). **Project Timeframe:** March 2021-November 2021

Total project cost: \$1,091,000 (multi-year project) **Flood Control Zone District grant share:** \$170,300 **Local share:** \$100,000 in 2021

**INTERLOCAL AGREEMENT BETWEEN
THE PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT AND
PIERCE COUNTY FOR DISTRICT FUNDED PROJECTS**

THIS AGREEMENT is made and entered into by and between PIERCE COUNTY, a Charter County in the State of Washington, and the PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT, a quasi-municipal corporation of the State of Washington (“District”) (“Parties” or when singular “Party”), and shall be effective upon execution by the Municipality and the District.

RECITALS

A. In Resolution No. 2020-07, the Board adopted the 2021 District budget, which includes the Flood Risk Reduction and Watershed Management Economic Stimulus Grant Program that will be funded by the district in 2021. Through a competitive process, the County’s Huge Creek Culvert Replacement at 160th Street KPN Bridge #17221 Project (or “Project”) was awarded up to \$298,060.

B. Pursuant to Chapter 39.34 RCW and RCW 86.15.080, the Parties desire to enter into this Agreement to establish the terms and conditions of District funding for the Project.

AGREEMENT

In furtherance of the foregoing and in consideration of the following terms and conditions, the Parties agree as follows:

1. Definitions. In this Agreement, the following terms shall have the following meanings.

1.1 “Board” means the Board of Supervisors of the District.

1.2 “District Administrator” means the Director of the Pierce County Public Works and Utilities Department, or designee.

1.3 “Funds” shall mean the funds authorized for payment by the District to the County for Project expenses, as set forth in Resolution No. 2020-07 and any subsequent budget resolutions or resolutions approving modifications to or funds for the Project.

1.4 “Project” means the project or improvement authorized by this Resolution, including amendments thereto.

2. Term of Agreement—Termination of Agreement--Survival of Agreement.

2.1 This Agreement shall be effective upon execution by both Parties, and shall remain in effect until distribution of all Funds pursuant to Section 7 of this agreement, or until termination by one or both of the Parties pursuant to this Section.

2.2 Either Party may terminate this Agreement by providing written notice of termination to the other Party no less than sixty (60) days prior to the effective date of termination. This Agreement may be terminated pursuant to Section 7 of this Agreement. This Agreement also may be terminated upon mutual agreement of the Parties expressed in writing.

2.3 Sections 10 and 11 of this Agreement shall survive any termination of this Agreement.

3. Project Scope and Approval—Permits and Approvals. The County shall obtain and be responsible for all approvals and permits for the Project and is responsible for compliance with all applicable laws, rules, and regulations.

4. Project Work. Attachment A to this agreement includes a description of the Project work, and a schedule of the Project work. It has been developed in agreement between the County and the District Administrator.

5. Payment and Use of Funds. The District shall pay Funds to the County only for Project-related expenses, in accordance with a schedule and procedure approved by the District Administrator as set forth in Attachment A, referenced in paragraph 4. The County acknowledges and understands that the financial obligations of the District pursuant to this Agreement are limited to payment of the Funds. Accordingly, the District shall not be responsible for and shall not provide any funds toward Project expenses in excess of the Project cost estimate or in excess of the Funds.

6. Withholding or Denial of Funds. The District reserves the right to withhold or deny payment of Funds for failure of the County to comply with the terms and conditions of this Agreement, or for failure of the Project to meet the description of the Project stated in Section 4.

7. Funding Duration. The District shall provide Funds for the budget year 2021. Only applicable Project work completed in 2021 shall be eligible for reimbursement. This Agreement shall terminate automatically on March 31, 2022, ninety (90) days after the close of the current budget year, which ends December 31 of each year. County may appeal to the Board of Supervisors, in writing, no later than December 1, 2021 to be granted an extension.

8. Reports—Audits—Records Retention--Inspections.

8.1 The County shall prepare and file written reports describing its request for and expenditure of the Funds no less than quarterly, or more frequently, as required by the District Administrator as set forth in Attachment B.

The County shall prepare and file a final report after final distribution of Funds, as required by the District Administrator, and will make a brief presentation to the FCZD Board of Supervisors at a regularly-scheduled meeting in 2022.

8.2 The County shall retain all records and documents relating to the Funds for a minimum of seven (7) years after final payment of Funds by the District, unless required by law to be retained for a longer period, in which case the longer period shall apply.

8.3 Upon reasonable notice, the County shall make available to the District Administrator for inspection, review and audit all records and documents relating to the Funds.

9. Project Ownership and Maintenance. The County shall take ownership of, and shall be obligated to design, construct, operate, maintain, repair and replace the Project. The District shall have no obligation or responsibility for the design, construction, operation, maintenance, repair and replacement of the Project.

10. Audit Exception Repayments. The County agrees that it is financially responsible for and will repay to the District all indicated amounts following an audit exception, which occurs due to the negligent or intentional acts of the County, its officers, officials, employees, agents, contractors or volunteers.

11. Hold Harmless and Indemnification.

11.1 To the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party, and all of its officers, officials, employees, agents, contractors and volunteers, from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from any negligent acts, errors, omissions of the indemnifying Party and its officers, officials, employees, agents, contractors and volunteers in performing obligations under this Agreement or in implementing the Project. However, if any such injuries and damages to persons or property are caused by or result from the concurrent negligence of the District or its officers, officials, employees, agents, contractors and volunteers, and the County or its officers, officials, employees, agents, contractors and volunteers, each Party's obligation hereunder applies only to the extent of the negligence of such Party or its officers, officials, employees, agents, contractors or volunteers.

11.2 The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated by the Parties.

12. Amendment. This Agreement may be modified by written instrument approved by the Municipality's governing body and the Board and signed by the authorized representatives of the Parties.

13. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provision of this Agreement. No waiver shall be effective unless made in writing.

14. No Third Party Rights. Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party.

15. Entirety. This Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated are excluded. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties relating to the projects and constitutes the entire agreement between the Parties.

16. Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated document.

17. Filing of Documents. The District Administrator shall receive and give all notices, approvals, reports and documents under this Agreement.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces below:

PIERCE COUNTY

PIERCE COUNTY FLOOD
CONTROL ZONE DISTRICT

[TITLE]

Name: _____

Title: _____

Date: _____

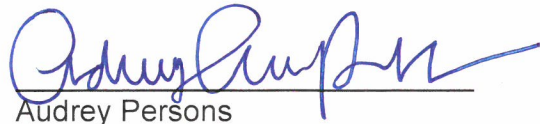
Date: _____

Approved as to Form:

Attorney

Attested to:

Attested to:



Audrey Persons
Clerk of Board of Supervisors

Project Name: Huge Creek Culvert Replacement at 160th St KPN. BR#17221

Scope of Work: The project proposes to replace an existing fish passage barrier culvert with a larger span to allow unimpeded passage of adult and juvenile salmon and trout. The existing culvert is an undersized 5' x 6' concrete box culvert with a concrete apron with a small drop of about 0.5' at low flow. The culvert will be replaced with a 30' wide x 40' long x 10' high, 3-sided box culvert.

Location of the project: The project is located at the Huge Creek stream crossing on 160th St NW (SW Countyline Road), which is the county line between Pierce County and Kitsap County. The road is shared with Kitsap County.

Project Timeframe: June 2021- October 2021

Total project cost: \$943,060

Flood Control Zone District grant share: \$298,060

Local share: \$645,000

FLOOD RISK REDUCTION AND WATERSHED MANAGEMENT ECONOMIC STIMULUS GRANT PROGRAM PROGRESS REPORT



INSTRUCTIONS: Please fill out one Economic Stimulus Grant Program Progress Report form for each project your jurisdiction is implementing. If you have any questions, please contact the District Administrator at 253-651-3649 or pcfcd@co.pierce.wa.us

Please save your form and title it using the follow convention:

YYYY_MMDD_JURISIDITION_PROJECT_PR.docx

(e.g., 2013_0601_PierceCounty_leveesetback_PR.docx)

Once completed, email your form to:

Pierce County FCZD Administrator

pcfcd@co.pierce.wa.us

DATE ENTER DATE
JURISDICTION ENTER JURISDICTION NAME
CONTACT NAME ENTER CONTACT NAME
CONTACT PHONE XXX-XXX-XXXX
CONTACT EMAIL ENTER EMAIL ADDRESS
ADDRESS ADDRESS
 CITY, STATE ZIPCODE
PROGRESS TIME PERIOD ENTER BEGINNING DATE to ENTER END DATE

PROJECT NAME ENTER PROJECT NAME **CALENDAR YEAR OF** ENTER CALENDAR YEAR

Project Task	Progress/Status
ENTER PROJECT TASK	ENTER PROGRESS NARRATIVE
ENTER PROJECT TASK	ENTER PROGRESS NARRATIVE
ENTER PROJECT TASK	ENTER PROGRESS NARRATIVE
ENTER PROJECT TASK	ENTER PROGRESS NARRATIVE
ENTER PROJECT TASK	ENTER PROGRESS NARRATIVE

FLOOD RISK REDUCTION AND WATERSHED MANAGEMENT ECONOMIC STIMULUS GRANT PROGRAM REIMBURSEMENT REQUEST



INSTRUCTIONS: Please fill out one Project Reimbursement Request form for each project your jurisdiction is implementing. Also, please provide documentation of how the money was spent. If you have any questions, please contact the District Administrator at 253-651-3649 or pcfcd@co.pierce.wa.us

Please save your form and title it using the follow convention:

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(e.g., 2013_0601_PierceCounty_leveemaintenance.docx)

Once completed, email your form to:

Pierce County FCZD Administrator

pcfcd@co.pierce.wa.us

DATE ENTER DATE
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CONTACT NAME ENTER CONTACT NAME
CONTACT PHONE XXX-XXX-XXXX
CONTACT EMAIL ENTER EMAIL ADDRESS
ADDRESS ADDRESS
 CITY, STATE ZIPCODE
REQUEST TIME PERIOD ENTER BEGINNING DATE to ENTER END DATE

PROJECT NAME ENTER PROJECT NAME **CALENDAR YEAR** ENTER CALENDAR YEAR
OF

TOTAL PROJECT COSTS ENTER TOTAL PROJECT **REQUESTED FUNDS** ENTER REQUESTED
 COST PROJECT FUNDS

Fill out the below table with the following information.

Project	Total grant award contract amount	Request this period	Requested to date	Grant award contract amount remaining
Totals				

**INTERLOCAL AGREEMENT BETWEEN
THE PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT AND
THE NORTHWEST SEAPORT ALLIANCE FOR DISTRICT FUNDED
PROJECT**

THIS AGREEMENT is made and entered into by and between THE NORTHWEST SEAPORT ALLIANCE (“NWSA”), a Port Development Authority in the State of Washington, and the PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT, a quasi-municipal corporation of the State of Washington (“District”) (“Parties” or when singular “Party”), and shall be effective upon execution by the NWSA and the District.

RECITALS

A. In Resolution No. 2020-07, the Board adopted the 2021 District budget, which includes the Flood Risk Reduction and Watershed Management Economic Stimulus Grant Program that will be funded by the District in 2021. Through a competitive process, the NWSA’s Parcel 15 Bridge across Wapato Creek Project, Wapato Creek Bridge and Culvert Removal, (or “Project”) was selected to receive up to \$931,640.

B. Pursuant to Chapter 39.34 RCW and RCW 86.15.080, the Parties desire to enter into this Agreement to establish the terms and conditions of District funding for the Project.

AGREEMENT

In furtherance of the foregoing and in consideration of the following terms and conditions, the Parties agree as follows:

1. Definitions. In this Agreement, the following terms shall have the following meanings.

1.1 “Board” means the Board of Supervisors of the District.

1.2 “District Administrator” means the Director of the Pierce County Public Works and Utilities Department, or designee.

1.3 “Funds” shall mean the funds authorized for payment by the District to the NWSA for Project expenses, as set forth in Resolution No. 2020-07 and any subsequent budget resolutions or resolutions approving modifications to or funds for the Project.

1.4 “Project” means the project or improvement authorized by Resolution No. 2020-02, Resolution 2020-11, and this Agreement, including amendments thereto.

2. Term of Agreement—Termination of Agreement--Survival of Agreement.

2.1 This Agreement shall be effective upon execution by both Parties, and shall remain in effect until distribution of all Funds pursuant to Section 7 of this agreement, or until termination by one or both of the Parties pursuant to this Section.

2.2 Either Party may terminate this Agreement by providing written notice of termination to the other Party no less than sixty (60) days prior to the effective date of termination. This Agreement may be terminated pursuant to Section 7 of this Agreement. This Agreement also may be terminated upon mutual agreement of the Parties expressed in writing.

2.3 Sections 10 and 11 of this Agreement shall survive any termination of this Agreement.

3. Project Scope and Approval—Permits and Approvals. NWSA shall obtain and be responsible for all approvals and permits for the Project and is responsible for compliance with all applicable laws, rules, and regulations.

4. Project Work. Attachment A to this agreement includes a description of the Project work, and a schedule of the Project work. It has been developed in agreement between the NWSA and the District Administrator.

5. Payment and Use of Funds. The District shall pay Funds to the NWSA only for Project-related expenses, to be paid within ninety (90) days of the receipt of the NWSA's properly completed Form B Reimbursement Request. The NWSA acknowledges and understands that the financial obligations of the District pursuant to this Agreement are limited to payment of the Funds. Accordingly, the District shall not be responsible for and shall not provide any funds toward Project expenses in excess of the Project cost estimate or in excess of the Funds.

6. Withholding or Denial of Funds. The District reserves the right to withhold or deny payment of Funds for failure of the NWSA to comply with the terms and conditions of this Agreement, or for failure of the Project to meet the description of the Project stated in Section 4.

7. Funding Duration. The District shall provide Funds for the budget year 2021. Only applicable Project work completed in the fourth quarter of 2020 and during 2021 shall be eligible for reimbursement. This Agreement shall terminate automatically on March 31, 2022, ninety (90) days after the close of the current budget year, which ends December 31 of each year.

NWSA may appeal to the Board of Supervisors, in writing, no later than December 1, 2021 to be granted an extension.

8. Reports—Audits—Records Retention--Inspections.

8.1 The NWSA shall prepare and file written reports describing its request for and expenditure of the Funds no less than quarterly, or more frequently, as required by the District Administrator as set forth in Attachment B. The NWSA shall prepare and file a final report after final distribution of Funds, as required by the District Administrator, and will make a brief presentation to the FCZD Board of Supervisors at a regularly-scheduled meeting in 2022.

8.2 The NWSA shall retain all records and documents relating to the Funds for a minimum of seven (7) years after final payment of Funds by the District, unless required by law to be retained for a longer period, in which case the longer period shall apply.

8.3 Upon reasonable notice, the NWSA shall make available to the District Administrator for inspection, review and audit all records and documents relating to the Funds.

9. Project Ownership and Maintenance. The NWSA shall take ownership of, and shall be obligated to design, construct, operate, maintain, repair and replace the Project. The District shall have no obligation or responsibility for the design, construction, operation, maintenance, repair and replacement of the Project.

10. Audit Exception Repayments. The NWSA agrees that it is financially responsible for and will repay to the District all indicated amounts following an audit exception, which occurs due to the negligent or intentional acts of the NWSA, its officers, officials, employees, agents, contractors or volunteers.

11. Hold Harmless and Indemnification.

11.1 To the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party, and all of its officers, officials, employees, agents, contractors and volunteers, from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from any negligent acts, errors, omissions of the indemnifying Party and its officers, officials, employees, agents, contractors and volunteers in performing obligations under this Agreement or in implementing the Project. However, if any such injuries and damages to persons or property are caused by or result from the concurrent negligence of the District or its officers, officials, employees, agents, contractors and volunteers, and the NWSA or its officers, officials, employees, agents, contractors and volunteers, each Party's obligation hereunder applies only to the extent of the negligence of such Party or its officers, officials, employees, agents, contractors or volunteers.

11.2 The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated by the Parties.

12. Amendment. This Agreement may be modified by written instrument approved by the NWSA's governing body and the Board and signed by the authorized representatives of the Parties.

13. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provision of this Agreement. No waiver shall be effective unless made in writing.

14. No Third Party Rights. Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party.

15. Entirety. This Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated are excluded. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties relating to the Project and constitutes the entire agreement between the Parties.

16. Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated document.

17. Filing of Documents. The District Administrator shall receive and give all notices, approvals, reports and documents under this Agreement.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces below:

THE NORTHWEST SEAPORT ALLIANCE

PIERCE COUNTY FLOOD
CONTROL ZONE DISTRICT

John Wolfe, Chief Executive Officer

Title: _____

Date: _____

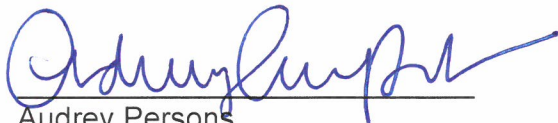
Date: _____

Approved as to Form:

Attorney

Attested to:

Attested to:



Audrey Persons
Clerk of Board of Supervisors

Project Name: Wapato Creek Bridge and Culvert Removal

Project Proponent & Reference: The Northwest Seaport Alliance (NWSA), Master Identification Number 201070.01

Scope of Work: This project will replace the failing CMP culvert, an undersized fish barrier, with a full-span, drilled shaft supported bridge (approximately 41 feet wide and 66 feet long). In addition to the new bridge construction and culvert removal, the proposed project includes repairs to an existing concrete stormwater outfall pipe, restoration of the streambed where the culvert was located, and recontouring and restoration of the slopes along Wapato Creek.

Location of the project: This project is located at 4215 State Route 509, Tacoma, WA (Parcel 5000350150, Port Parcel 15). See attached Vicinity Map

Project Timeframe: October 2019 - October 2021

Total project cost: \$2,728,577

Flood Control Zone District grant share: \$931,640

Local share: \$1,796,937

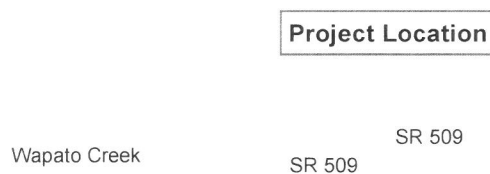
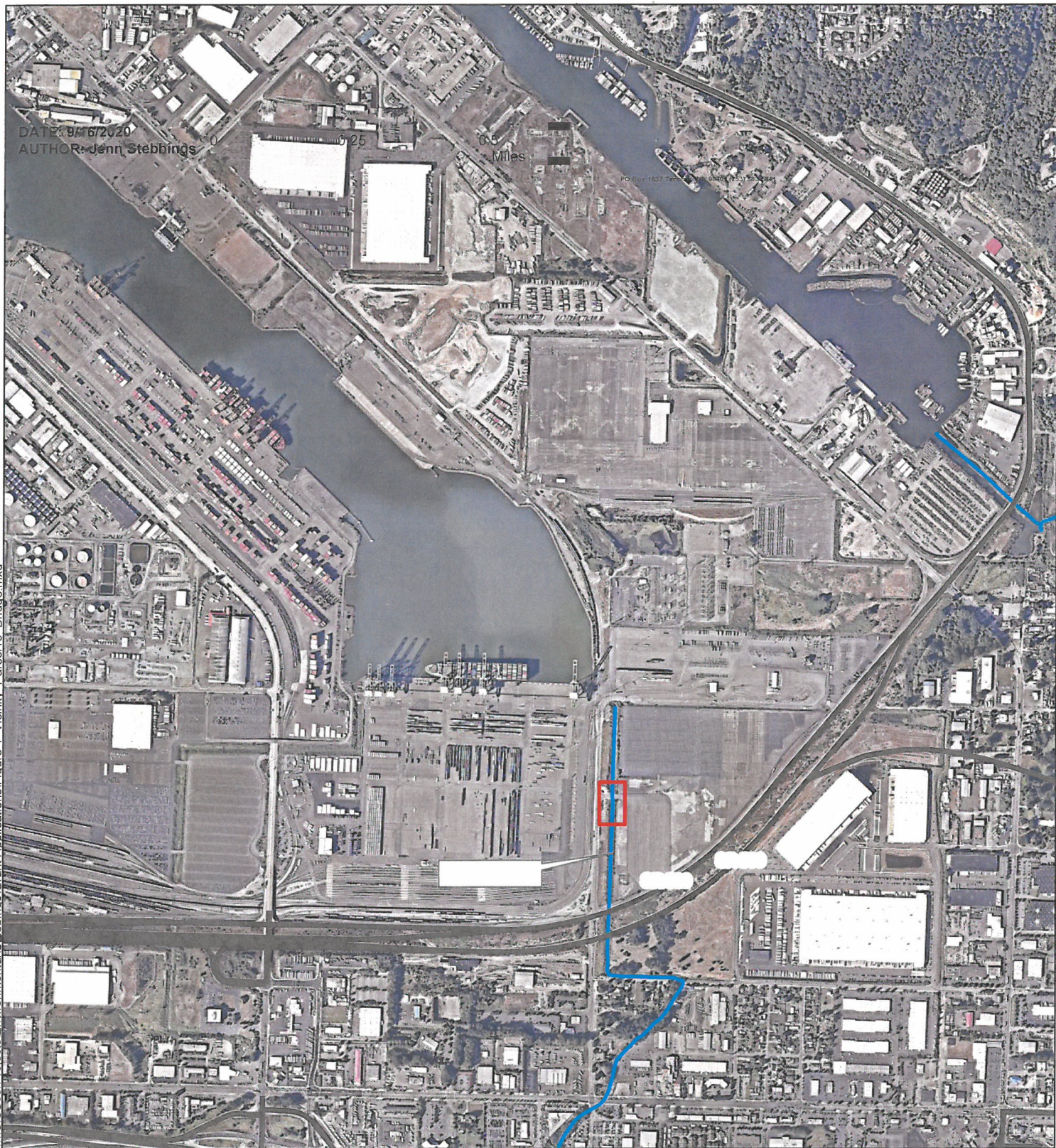


FIGURE 1 - Vicinity Map

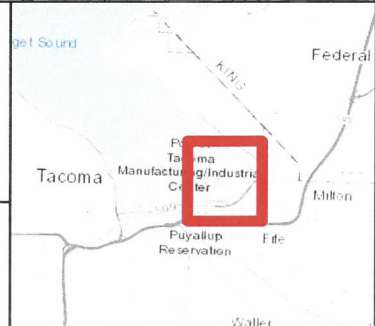
PROJECT: Parcel 15 Bridge across Wapato Creek
APPLICANT: Port of Tacoma
LOCATION: 4215 State Route 509, Tacoma, WA

IN: Wapato Creek
NEAR: Tacoma
COUNTY: Pierce
STATE: Washington

DATE: 9/16/2020
AUTHOR: Jenn Stebbings



November 13, 2020



FLOOD RISK REDUCTION AND WATERSHED MANAGEMENT ECONOMIC STIMULUS GRANT PROGRAM PROGRESS REPORT



INSTRUCTIONS: Please fill out one Economic Stimulus Grant Program Progress Report form for each project your jurisdiction is implementing. If you have any questions, please contact the District Administrator at 253-651-3649 or pcfcd@co.pierce.wa.us

Please save your form and title it using the follow convention:

YYYY_MMDD_JURISDICTION_PROJECT_PR.docx

(e.g., 2013_0601_PierceCounty_leveesetback_PR.docx)

Once completed, email your form to:

Pierce County FCZD Administrator

pcfcd@co.pierce.wa.us

DATE ENTER DATE
JURISDICTION ENTER JURISDICTION NAME
CONTACT NAME ENTER CONTACT NAME
CONTACT PHONE XXX-XXX-XXXX
CONTACT EMAIL ENTER EMAIL ADDRESS
ADDRESS ADDRESS
 CITY, STATE ZIPCODE
PROGRESS TIME PERIOD ENTER BEGINNING DATE to ENTER END DATE

PROJECT NAME ENTER PROJECT NAME **CALENDAR YEAR OF** ENTER CALENDAR YEAR

Project Task	Progress/Status
ENTER PROJECT TASK	ENTER PROGRESS NARRATIVE
ENTER PROJECT TASK	ENTER PROGRESS NARRATIVE
ENTER PROJECT TASK	ENTER PROGRESS NARRATIVE
ENTER PROJECT TASK	ENTER PROGRESS NARRATIVE
ENTER PROJECT TASK	ENTER PROGRESS NARRATIVE

FLOOD RISK REDUCTION AND WATERSHED MANAGEMENT ECONOMIC STIMULUS GRANT PROGRAM REIMBURSEMENT REQUEST



INSTRUCTIONS: Please fill out one Project Reimbursement Request form for each project your jurisdiction is implementing. Also, please provide documentation of how the money was spent. If you have any questions, please contact the District Administrator at 253-651-3649 or pcfcd@co.pierce.wa.us

Please save your form and title it using the follow convention:

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(e.g., 2013_0601_PierceCounty_leveemaintenance.docx)

Once completed, email your form to:

Pierce County FCZD Administrator

pcfcd@co.pierce.wa.us

DATE ENTER DATE
JURISDICTION ENTER JURISDICTION NAME
CONTACT NAME ENTER CONTACT NAME
CONTACT PHONE XXX-XXX-XXXX
CONTACT EMAIL ENTER EMAIL ADDRESS
ADDRESS ADDRESS
 CITY, STATE ZIPCODE
REQUEST TIME PERIOD ENTER BEGINNING DATE to ENTER END DATE

PROJECT NAME ENTER PROJECT NAME **CALENDAR YEAR** ENTER CALENDAR YEAR
OF

TOTAL PROJECT COSTS ENTER TOTAL PROJECT **REQUESTED FUNDS** ENTER REQUESTED
 COST PROJECT FUNDS

Fill out the below table with the following information.

Project	Total grant award contract amount	Request this period	Requested to date	Grant award contract amount remaining
Totals				

**INTERLOCAL AGREEMENT BETWEEN
THE PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT AND
PIERCE CONSERVATION DISTRICT FOR DISTRICT FUNDED PROJECTS**

THIS AGREEMENT is made and entered into by and between PIERCE CONSERVATION DISTRICT, a Special Purpose District in the State of Washington, and the PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT, a quasi-municipal corporation of the State of Washington (“District”) (“Parties” or when singular “Party”), and shall be effective upon execution by the Municipality and the District.

RECITALS

A. In Resolution No. 2020-07, the Board adopted the 2021 District budget, which includes the Flood Risk Reduction and Watershed Management Economic Stimulus Grant Program that will be funded by the district in 2021. Through a competitive process, the Special Purpose District’s South Prairie Creek Floodplain Reconnection, RM 2.7-2.8 Phase 1 Project (or “Project”) was awarded up to \$1 million.

B. Pursuant to Chapter 39.34 RCW and RCW 86.15.080, the Parties desire to enter into this Agreement to establish the terms and conditions of District funding for the Project.

AGREEMENT

In furtherance of the foregoing and in consideration of the following terms and conditions, the Parties agree as follows:

1. Definitions. In this Agreement, the following terms shall have the following meanings.

1.1 “Board” means the Board of Supervisors of the District.

1.2 “District Administrator” means the Director of the Pierce County Public Works and Utilities Department, or designee.

1.3 “Funds” shall mean the funds authorized for payment by the District to the Special Purpose District for Project expenses, as set forth in Resolution No. 2020-07 and any subsequent budget resolutions or resolutions approving modifications to or funds for the Project.

1.4 “Project” means the project or improvement authorized by this Resolution, including amendments thereto.

2. Term of Agreement—Termination of Agreement--Survival of Agreement.

2.1 This Agreement shall be effective upon execution by both Parties, and shall remain in effect until distribution of all Funds pursuant to Section 7 of this agreement, or until termination by one or both of the Parties pursuant to this Section. If the Soler Farms Parcel is sold prior to fee acquisition by the Special Purpose District, this ILA shall terminate and the Special Purpose District shall notify the Flood Control District within 5 business days.

2.2 Either Party may terminate this Agreement by providing written notice of termination to the other Party no less than sixty (60) days prior to the effective date of termination. This Agreement may be terminated pursuant to Section 7 of this Agreement. This Agreement also may be terminated upon mutual agreement of the Parties expressed in writing.

2.3 Sections 10 and 11 of this Agreement shall survive any termination of this Agreement.

3. Project Scope and Approval—Permits and Approvals. The Special Purpose District shall obtain and be responsible for all approvals and permits for the Project and is responsible for compliance with all applicable laws, rules, and regulations.

4. Project Work. Attachment A to this agreement includes a description of the Project work, and a schedule of the Project work. It has been developed in agreement between the Special Purpose District and the District Administrator.

5. Payment and Use of Funds. The District shall pay Funds to the Special Purpose District only for Project-related expenses, in accordance with a schedule and procedure approved by the District Administrator as set forth in Attachment A, referenced in paragraph 4. The Special Purpose District acknowledges and understands that the financial obligations of the District pursuant to this Agreement are limited to payment of the Funds. Accordingly, the District shall not be responsible for and shall not provide any funds toward Project expenses in excess of the Project cost estimate or in excess of the Funds.

6. Withholding or Denial of Funds. The District reserves the right to withhold or deny payment of Funds for failure of the Special Purpose District to comply with the terms and conditions of this Agreement, or for failure of the Project to meet the description of the Project stated in Section 4.

7. Funding Duration. The District shall provide Funds for the budget year 2021. Only applicable Project work completed in 2021 shall be eligible for reimbursement. This Agreement shall terminate automatically on March 31, 2022, ninety (90) days after the close of the current budget year, which ends December 31 of each year.

Special Purpose District may appeal to the Board of Supervisors, in writing, no later than December 1, 2021 to be granted an extension.

8. Reports—Audits—Records Retention--Inspections.

8.1 The Special Purpose District shall prepare and file written reports describing its request for and expenditure of the Funds no less than quarterly, or more frequently, as required by the District Administrator as set forth in Attachment B. The Special Purpose District shall prepare and file a final report after final distribution of Funds, as required by the District Administrator, and will make a brief presentation to the FCZD Board of Supervisors at a regularly-scheduled meeting in 2022.

8.2 The Special Purpose District shall retain all records and documents relating to the Funds for a minimum of seven (7) years after final payment of Funds by the District, unless required by law to be retained for a longer period, in which case the longer period shall apply.

8.3 Upon reasonable notice, the Special Purpose District shall make available to the District Administrator for inspection, review and audit all records and documents relating to the Funds.

9. Project Ownership and Maintenance. The Special Purpose District shall take ownership of, and shall be obligated to design, construct, operate, maintain, repair and replace the Project. The District shall have no obligation or responsibility for the design, construction, operation, maintenance, repair and replacement of the Project.

10. Audit Exception Repayments. The Special Purpose District agrees that it is financially responsible for and will repay to the District all indicated amounts following an audit exception, which occurs due to the negligent or intentional acts of the Special Purpose District, its officers, officials, employees, agents, contractors or volunteers.

11. Hold Harmless and Indemnification.

11.1 To the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party, and all of its officers, officials, employees, agents, contractors and volunteers, from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from any negligent acts, errors, omissions of the indemnifying Party and its officers, officials, employees, agents, contractors and volunteers in performing obligations under this Agreement or in implementing the Project. However, if any such injuries and damages to persons or property are caused by or result from the concurrent negligence of the District or its officers, officials, employees, agents, contractors and volunteers, and the Special Purpose District or its officers, officials, employees, agents, contractors and volunteers, each Party's obligation

hereunder applies only to the extent of the negligence of such Party or its officers, officials, employees, agents, contractors or volunteers.

11.2 The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated by the Parties.

12. Amendment. This Agreement may be modified by written instrument approved by the Municipality's governing body and the Board and signed by the authorized representatives of the Parties.

13. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provision of this Agreement. No waiver shall be effective unless made in writing.

14. No Third Party Rights. Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party.

15. Entirety. This Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated are excluded. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties relating to the projects and constitutes the entire agreement between the Parties.

16. Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated document.

17. Filing of Documents. The District Administrator shall receive and give all notices, approvals, reports and documents under this Agreement.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces below:

PIERCE CONSERVATION DISTRICT

PIERCE COUNTY FLOOD
CONTROL ZONE DISTRICT

[TITLE]

Name: _____

Date: _____

Approved as to Form:

Attorney

Attested to:

Title: _____

Date: _____

Attested to:



Audrey Persons
Clerk of Board of Supervisors

Project Name: South Prairie Creek Floodplain Reconnection, RM 2.7-2.8 Phase 1

Scope of Work: Pierce Conservation District will purchase in fee simple the Soler Farm, a 73-acre parcel that is adjacent to approximately 1.1-stream miles. Purchasing this land presents a rare opportunity to implement a multi-benefit floodplain reconnection project that would reduce flood risk and maintenance costs, restore vital salmon habitat, and keep the property in agricultural production.

Location of the project: South Prairie Creek River Mile 2.7 – 2.8, at Spring Site Road, Parcel numbers: 0519144703, 0519141702, 0519142702, 0519143010.

Project Timeframe: January 2021- December 2021

Total project cost: \$1,239,000

Flood Control Zone District grant share: \$1,000,000

Local share: \$239,000

FLOOD RISK REDUCTION AND WATERSHED MANAGEMENT ECONOMIC STIMULUS GRANT PROGRAM PROGRESS REPORT



INSTRUCTIONS: Please fill out one Economic Stimulus Grant Program Progress Report form for each project your jurisdiction is implementing. If you have any questions, please contact the District Administrator at 253-651-3649 or pcfcd@co.pierce.wa.us

Please save your form and title it using the follow convention:

YYYY_MMDD_JURISIDITION_PROJECT_PR.docx

(e.g., 2013_0601_PierceCounty_leveesetback_PR.docx)

Once completed, email your form to:

Pierce County FCZD Administrator

pcfcd@co.pierce.wa.us

DATE ENTER DATE
JURISDICTION ENTER JURISDICTION NAME
CONTACT NAME ENTER CONTACT NAME
CONTACT PHONE XXX-XXX-XXXX
CONTACT EMAIL ENTER EMAIL ADDRESS
ADDRESS ADDRESS
 CITY, STATE ZIPCODE
PROGRESS TIME PERIOD ENTER BEGINNING DATE to ENTER END DATE

PROJECT NAME ENTER PROJECT NAME **CALENDAR YEAR OF** ENTER CALENDAR YEAR

Project Task	Progress/Status
ENTER PROJECT TASK	ENTER PROGRESS NARRATIVE
ENTER PROJECT TASK	ENTER PROGRESS NARRATIVE
ENTER PROJECT TASK	ENTER PROGRESS NARRATIVE
ENTER PROJECT TASK	ENTER PROGRESS NARRATIVE
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FLOOD RISK REDUCTION AND WATERSHED MANAGEMENT ECONOMIC STIMULUS GRANT PROGRAM REIMBURSEMENT REQUEST



INSTRUCTIONS: Please fill out one Project Reimbursement Request form for each project your jurisdiction is implementing. Also, please provide documentation of how the money was spent. If you have any questions, please contact the District Administrator at 253-651-3649 or pcfcd@co.pierce.wa.us

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CONTACT EMAIL ENTER EMAIL ADDRESS
ADDRESS ADDRESS
 CITY, STATE ZIPCODE
REQUEST TIME PERIOD ENTER BEGINNING DATE to ENTER END DATE

PROJECT NAME ENTER PROJECT NAME **CALENDAR YEAR** ENTER CALENDAR YEAR
 OF

TOTAL PROJECT COSTS ENTER TOTAL PROJECT **REQUESTED FUNDS** ENTER REQUESTED
 COST PROJECT FUNDS

Fill out the below table with the following information.

Project	Total grant award contract amount	Request this period	Requested to date	Grant award contract amount remaining
Totals				

**INTERLOCAL AGREEMENT BETWEEN
THE PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT AND
CITY OF DUPONT FOR DISTRICT FUNDED PROJECTS**

THIS AGREEMENT is made and entered into by and between the CITY OF DUPONT, a City in the State of Washington, and the PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT, a quasi-municipal corporation of the State of Washington ("District") ("Parties" or when singular "Party"), and shall be effective upon execution by the Municipality and the District.

RECITALS

A. In Resolution No. 2020-07, the Board adopted the 2021 District budget, which includes the Flood Risk Reduction and Watershed Management Economic Stimulus Grant Program that will be funded by the district in 2021. Through a competitive process, the City's Historic Village Stormwater Management Plan – CIP #1 and CIP#3 Project (or "Project") was awarded up to \$170,300.

B. Pursuant to Chapter 39.34 RCW and RCW 86.15.080, the Parties desire to enter into this Agreement to establish the terms and conditions of District funding for the Project.

AGREEMENT

In furtherance of the foregoing and in consideration of the following terms and conditions, the Parties agree as follows:

1. Definitions. In this Agreement, the following terms shall have the following meanings.

1.1 "Board" means the Board of Supervisors of the District.

1.2 "District Administrator" means the Director of the Pierce County Public Works and Utilities Department, or designee.

1.3 "Funds" shall mean the funds authorized for payment by the District to the City for Project expenses, as set forth in Resolution No. 2020-07 and any subsequent budget resolutions or resolutions approving modifications to or funds for the Project.

1.4 "Project" means the project or improvement authorized by this Resolution, including amendments thereto.

2. Term of Agreement—Termination of Agreement--Survival of Agreement.

2.1 This Agreement shall be effective upon execution by both Parties and shall remain in effect until distribution of all Funds pursuant to Section 7 of this agreement, or until termination by one or both of the Parties pursuant to this Section.

2.2 Either Party may terminate this Agreement by providing written notice of termination to the other Party no less than sixty (60) days prior to the effective date of termination. This Agreement may be terminated pursuant to Section 7 of this Agreement. This Agreement also may be terminated upon mutual agreement of the Parties expressed in writing.

2.3 Sections 10 and 11 of this Agreement shall survive any termination of this Agreement.

3. Project Scope and Approval—Permits and Approvals. The City shall obtain and be responsible for all approvals and permits for the Project and is responsible for compliance with all applicable laws, rules, and regulations.

4. Project Work. Attachment A to this agreement includes a description of the Project work, and a schedule of the Project work. It has been developed in agreement between the City and the District Administrator.

5. Payment and Use of Funds. The District shall pay Funds to the City only for Project-related expenses, in accordance with a schedule and procedure approved by the District Administrator as set forth in Attachment A, referenced in paragraph 4. The City acknowledges and understands that the financial obligations of the District pursuant to this Agreement are limited to payment of the Funds. Accordingly, the District shall not be responsible for and shall not provide any funds toward Project expenses in excess of the Project cost estimate or in excess of the Funds.

6. Withholding or Denial of Funds. The District reserves the right to withhold or deny payment of Funds for failure of the City to comply with the terms and conditions of this Agreement, or for failure of the Project to meet the description of the Project stated in Section 4.

7. Funding Duration. The District shall provide Funds for the budget year 2021. Only applicable Project work completed in 2021 shall be eligible for reimbursement. This Agreement shall terminate automatically on March 31, 2022, ninety (90) days after the close of the current budget year, which ends December 31 of each year.

City may appeal to the Board of Supervisors, in writing, no later than December 1, 2021 to be granted an extension.

8. Reports—Audits—Records Retention--Inspections.

8.1 The City shall prepare and file written reports describing its request for and expenditure of the Funds no less than quarterly, or more frequently, as required by the District Administrator as set forth in Attachment B. The City shall prepare and file a final report after final distribution of Funds, using the progress report form, as required by the District Administrator. The City will make a brief presentation to the FCZD Board of Supervisors at a regularly-scheduled meeting in 2022.

8.2 The City shall retain all records and documents relating to the Funds for a minimum of seven (7) years after final payment of Funds by the District, unless required by law to be retained for a longer period, in which case the longer period shall apply.

8.3 Upon reasonable notice, the City shall make available to the District Administrator for inspection, review and audit all records and documents relating to the Funds.

9. Project Ownership and Maintenance. The City shall take ownership of, and shall be obligated to design, construct, operate, maintain, repair and replace the Project. The District shall have no obligation or responsibility for the design, construction, operation, maintenance, repair and replacement of the Project.

10. Audit Exception Repayments. The City agrees that it is financially responsible for and will repay to the District all indicated amounts following an audit exception, which occurs due to the negligent or intentional acts of the City, its officers, officials, employees, agents, contractors or volunteers.

11. Hold Harmless and Indemnification.

11.1 To the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party, and all of its officers, officials, employees, agents, contractors and volunteers, from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from any negligent acts, errors, omissions of the indemnifying Party and its officers, officials, employees, agents, contractors and volunteers in performing obligations under this Agreement or in implementing the Project. However, if any such injuries and damages to persons or property are caused by or result from the concurrent negligence of the District or its officers, officials, employees, agents, contractors and volunteers, and the City or its officers, officials, employees, agents, contractors and volunteers, each Party's obligation hereunder applies only to the extent of the negligence of such Party or its officers, officials, employees, agents, contractors or volunteers.

11.2 The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made

by the indemnitor's employees. This waiver has been mutually negotiated by the Parties.

12. Amendment. This Agreement may be modified by written instrument approved by the Municipality's governing body and the Board and signed by the authorized representatives of the Parties.

13. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provision of this Agreement. No waiver shall be effective unless made in writing.

14. No Third Party Rights. Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party.

15. Entirety. This Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated are excluded. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties relating to the projects and constitutes the entire agreement between the Parties.

16. Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated document.

17. Filing of Documents. The District Administrator shall receive and give all notices, approvals, reports and documents under this Agreement.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces below:

CITY OF DUPONT

PIERCE COUNTY FLOOD
CONTROL ZONE DISTRICT

[TITLE]

Name: _____

Title: _____

Date: _____

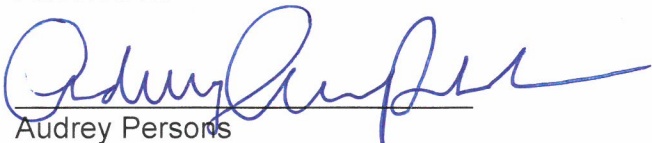
Date: _____

Approved as to Form:

Attorney

Attested to:

Attested to:



Audrey Persons
Clerk of Board of Supervisors

Project Name: Historic Village Stormwater Management Plan

Scope of Work:

CIP project #1: Repair & Maintenance of existing facilities (\$30,600)

- Clean access & Vactor drywell (10 locations)
- Installation of cleanout in drywells (5 locations)
- Installation of 35 LF infiltration trench (1 location)
- Installation 2 x type-1 catch basin (1 location)

CIP project #3: Repair & replace existing facility (\$139,700)

- Replace the existing basin 27 type-1 drywell with type -1 catch basin
- Replace basin 7 type-2 drywell with a 48th-inch diameter pre-settling structure with a grated lid connected to a new 41 LF infiltration trench by mean of 5 LF of 12-inch CPEP pipe.

Location of the project:

CIP #1 has 14 separate locations spread through the Historic Village Neighborhood.

CIP #3 is on Barksdale Avenue (between intersections of Santa Cruz Avenue, and Forcite Street).

Project Timeframe: March 2021-November 2021

Total project cost: \$1,091,000 (multi-year project)

Flood Control Zone District grant share: \$170,300

Local share: \$100,000 in 2021

FLOOD RISK REDUCTION AND WATERSHED MANAGEMENT ECONOMIC STIMULUS GRANT PROGRAM PROGRESS REPORT



INSTRUCTIONS: Please fill out one Economic Stimulus Grant Program Progress Report form for each project your jurisdiction is implementing. If you have any questions, please contact the District Administrator at 253-651-3649 or pcfcd@co.pierce.wa.us

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FLOOD RISK REDUCTION AND WATERSHED MANAGEMENT ECONOMIC STIMULUS GRANT PROGRAM REIMBURSEMENT REQUEST



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TOTAL PROJECT COSTS ENTER TOTAL PROJECT COST **REQUESTED FUNDS** ENTER REQUESTED PROJECT FUNDS

Fill out the below table with the following information.

Project	Total grant award contract amount	Request this period	Requested to date	Grant award contract amount remaining
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