

**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, 2021, 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

Mayor, City of DuPont
[TITLE]


Ronald J. Frederick

Date: November 24, 2020

PIERCE COUNTY FLOOD
CONTROL ZONE DISTRICT


Name: DAVID J MORELL

Title: CHAIR

Date: JANUARY 11, 2021

Approved as to Form:



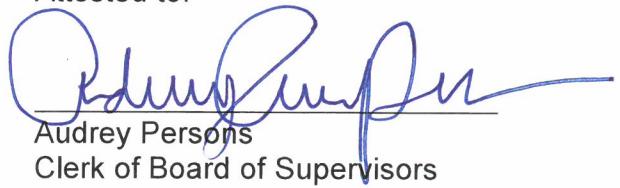
Attorney

Attested to:



Kari Mae, City Clerk

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 that jurisdiction is implementing. If you have any questions, please contact the District Administrator at 253-651-3649 or pcfczd@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

pcfczd@co.pierce.wa.us

DATE

JURISDICTION

CONTACT NAME

CONTACT PHONE

CONTACT EMAIL

ADDRESS

PROGRESS TIME PERIOD to

PROJECT NAME **CALENDAR YEAR OF**

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 pcfczd@co.pierce.wa.us

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

YYYY_MMDD_JURISDICTION_PROJECT.docx
(e.g., 2013_0601_PierceCounty_leveemaintenance.docx)

Once completed, email your form to:

Pierce County FCZD Administrator

pcfczd@co.pierce.wa.us

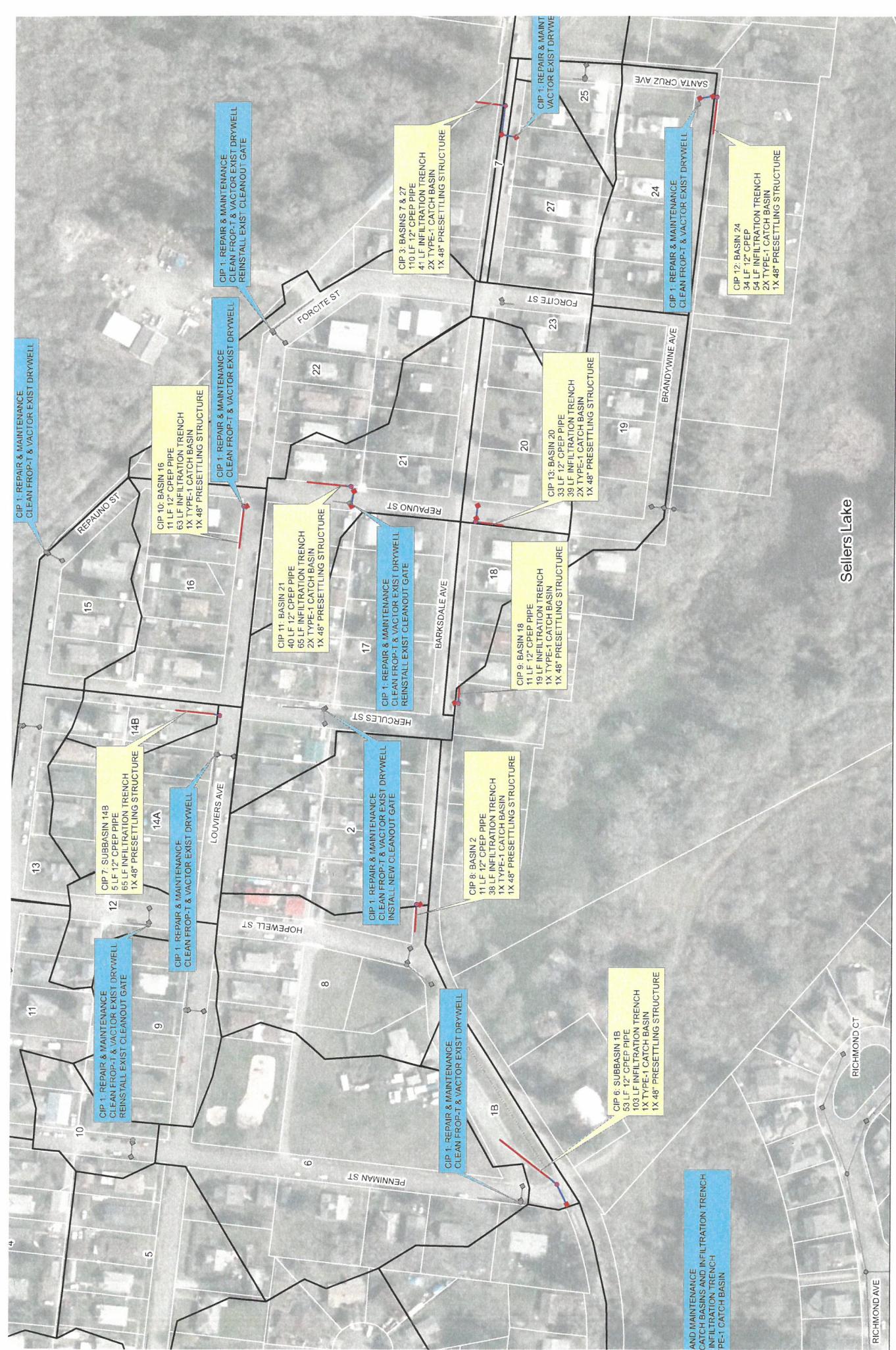
DATE	ENTER DATE		
JURISDICTION	ENTER JURISDICTION NAME		
CONTACT NAME	ENTER CONTACT NAME		
CONTACT PHONE	XXX-XXX-XXXX		
CONTACT EMAIL	ENTER EMAIL ADDRESS		
ADDRESS	ADDRESS		
	CITY, STATE ZIPCODE		
REQUEST TIME PERIOD	ENTER BEGINNING DATE	<i>to</i>	ENTER END DATE
PROJECT NAME	ENTER PROJECT NAME	CALENDAR YEAR	ENTER CALENDAR YEAR
		OF	
TOTAL PROJECT COSTS	ENTER TOTAL PROJECT COST	REQUESTED FUNDS	ENTER REQUESTED PROJECT FUNDS

Fill out the below table with the following information. Refer to footnotes for clarification on each column of the table.

Project	Total project budget	Request this period	Requested to date	Budget remaining
Totals				



HIST



CIP 13: BASIN 20

As described in Chapter 5, the existing Basin 20 drywell exhibits a modeled deficiency. In order to address this deficiency, the following items of work are recommended:

- Abandon/remove existing facilities as required for installation of proposed improvements.
- Replace the existing two Type-1 catch basins (on the east and west sides of Repauno Street respectively) with two new Type-1 catch basins.
- Install a new 48-inch diameter presettling structure with a solid lid within the sidewalk/lawn adjoining the west side of Repauno Street and connect it to a new 39 lf infiltration trench by means of 5 lf of 12-inch CPEP pipe. The new infiltration trench may be placed under the existing sidewalk and/or adjoining lawn.
- Connect all new structures with 12-inch CPEP pipe.

CIP SUMMARY

10-YEAR CAPITAL IMPROVEMENT PLAN

A summary of recommended capital improvements within the 10-year planning period is provided in Table 6-1. Costs shown are total project costs, and as such they include sales tax, construction contingency, design, and construction management. Three percent annual inflation has been assumed in calculating total project costs at year of construction. Detailed cost estimates are provided in Appendix D.

TABLE 6-1

Historic Village Stormwater 10-Year Capital Improvement Plan

CIP No.	Basin or Subbasin	CIP Description	Year Planned	2018 Cost	Cost at Year of Construction
1	Multiple	Repair and maintain existing facilities.	2018	\$36,500	\$36,500
2	5	Replace drywell and infiltration trench with new presettling structure and infiltration trench.	2018	\$72,300	\$72,300
3	7 & 27	Replace drywells (x2) with new presettling structure and infiltration trench.	2019	\$127,800	\$131,600

TABLE 6-1 (continued)**Historic Village Stormwater 10-Year Capital Improvement Plan**

CIP No.	Basin or Subbasin	CIP Description	Year Planned	2018 Cost	Cost at Year of Construction
4	1A	Replace infiltration area with new bioretention cell.	2020	\$95,100	\$100,900
5	26	Replace area drain and outfall pipe with new presettling structure and infiltration trench.	2020	\$97,800	\$103,800
6	1B	Install new presettling structure and infiltration trench.	2020	\$95,100	\$100,900
7	14B	Install new presettling structure and infiltration trench.	2021	\$62,400	\$68,200
8	2	Replace drywell with new presettling structure and infiltration trench.	2022	\$55,300	\$62,200
9	18	Replace drywell with new presettling structure and infiltration trench.	2023	\$51,300	\$59,500
10	16	Replace drywell and infiltration trench with new presettling structure and infiltration trench.	2024	\$60,500	\$72,200
11	21	Replace drywell and infiltration trench with new presettling structure and infiltration trench.	2025	\$78,900	\$97,000
12	24	Replace drywell and infiltration trench with new presettling structure and infiltration trench.	2026	\$74,500	\$94,400
13	20	Replace drywell and infiltration trench with new presettling structure and infiltration trench.	2027	\$70,100	\$91,500
Total, 2018 - 2027				\$977,600	\$1,091,000

RELATIONSHIP TO EXISTING STORMWATER CIP

Some of the proposed projects may take priority over projects in the City's existing Stormwater Capital Improvement Program as documented in the City's *November 2015 Draft Comprehensive Stormwater Management Plan* by Gray & Osborne, Inc. CIP 3, planned for construction in 2019, replaces the Barksdale Station Drywell Replacement Project, which is recommended in the *November 2015 Draft Comprehensive Stormwater Management Plan* for construction in 2020 at a total project cost of \$281,377. CIPs 4, 5, and 6 are recommended for construction in 2020 at a combined total project cost of \$305,600. Otherwise, the recommended Historic Village CIP schedule is generally one