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6
RESOLUTION NO. 2024-3

7 **A Resolution of the Pierce County Flood Control Zone District Board of
8 Supervisors Approving Amendments to Interlocal
9 Agreements with the Town of Buckley, Nisqually Land Trust,
10 City of Puyallup, City of University Place, Port of Tacoma, and
11 Town of Wilkeson for Project Funding through the Flood Risk
12 Reduction and Watershed Management Economic Stimulus
13 Grant Program.**

14
15 **Whereas**, the Pierce County Flood Control Zone District ("District") Board of
16 Supervisors ("Board") established a strategic reserve as part of its fund balance policy
17 with the adoption of Resolution No. 2017-4; and

18
19 **Whereas**, the District established the Flood Risk Reduction and Watershed
20 Management Economic Stimulus Grant Program with Resolution No. 2020-2; and

21
22 **Whereas**, the District approved a second round of funding for the Flood Risk
23 Reduction and Watershed Management Economic Stimulus Grant Program with
24 Resolution 2021-6; and

25
26 **Whereas**, the District approved a second round of funding for the Flood Risk
27 Reduction and Watershed Management Economic Stimulus Grant Program with
28 Resolution No. 2022-3; and

29
30 **Whereas**, the grant review panel found that the top scoring projects will provide
31 flood risk reduction, water quality, habitat, and economic benefits; and

32
33 **Whereas**, the District's Executive Committee reviewed and considered the grant
34 panel recommendations at their meetings on October 19, 2022, and November 16,
35 2022; and

36
37 **Whereas**, the Board of Supervisors approved grant awards to the Town of
38 Buckley, Nisqually Land Trust, City of Puyallup, City of University Place, Port of
39 Tacoma, and Town of Wilkeson, and executed Interlocal Agreements with each of them
40 reflecting the awards; and

41
42 **Whereas**, the Town of Buckley, Nisqually Land Trust, City of Puyallup, City of
43 University Place, Port of Tacoma, and Town of Wilkeson have submitted requests for
44 time extensions to complete their approved projects with supporting documents
45 demonstrating good faith and a commitment to project delivery; **Now Therefore**,

1
2 Pierce County Flood Control Zone District
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1
2 BE IT RESOLVED by the Board of Supervisors of the Pierce County Flood
3 Control Zone District :

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5 Section 1. The Board of Supervisors approves amending Interlocal Agreements
6 with six grant recipients included as Exhibits A, B, C, D, E, and F, to this resolution.
7
8

9
10 ADOPTED this 3rd day of April, 2024.
11
12 ATTEST:
13

14
15 
16
17 **Audrey Persons**
18 Clerk of the Board
19
20

PIERCE COUNTY COUNCIL
Pierce County, Washington


16
17 **Dave Morell**
18 Flood Control Zone District Chair
19
20

**FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN
THE PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT AND
THE CITY OF BUCKLEY FOR DISTRICT GRANT FUNDED PROJECTS**

THIS FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between THE CITY OF BUCKLEY a City in the State of Washington ("Municipality"), 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. 2022-3, the District adopted the 2023 District budget, which includes the Flood Risk Reduction and Watershed Management Economic Stimulus Grant Program that will be funded by the District in 2023. Through a competitive process, the Municipality was awarded up to \$135,500 for Mundy Loss Road Storm Improvements ("Project") as further described in Resolution No. 2022-3.

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 providing grant funding for the Project.

C. This Agreement replaces the original interlocal agreement the District authorized in Resolution No. 2022-7, with deletions shown as stricken and additions underlined.

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 Municipality for Project expenses, as set forth in Resolution No. 2022-03 and any subsequent budget resolutions or resolutions approving modifications to or funds for the Project.

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 the earlier of the automatic termination date identified in Section 7 of this Agreement, or until termination by one or both of the Parties pursuant to this Section.

2.2 Notwithstanding the termination date identified in Section 7, 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. Alternatively, this Agreement may be terminated without notice 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 Municipality shall obtain and be responsible for all applicable 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 Municipality and the District Administrator.

5. Payment and Use of Funds. The District shall pay Funds to the Municipality 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 Municipality 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 Municipality 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 through the budget year 2023 2024. Only applicable Project work completed in 2023 and 2024 shall be eligible for reimbursement. This Agreement shall terminate automatically on March 31, 2024 2025, ninety (90) days after the close of the current budget year, which ends December 31 of each year. The Municipality will not request, and the District will not grant, an extension to this termination date.

~~The Municipality may submit to the Board, in writing, no later than December 1, 2023 a request to be granted an extension.~~

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

8.1 The Municipality 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 Municipality shall prepare and file a final report after final distribution of Funds, using the progress report form, as required by the District Administrator. The Municipality will make a brief presentation to the Board at a regularly scheduled meeting in 2023.

8.2 The Municipality 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 Municipality 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 Municipality 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 Municipality 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 Municipality, 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 Municipality 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. Governing Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated only in the Superior Court of Pierce County, Washington.

18. Severability. The invalidity or unenforceability of any provision in this Agreement shall not affect the validity or enforceability of any other provisions that can be given effect without the offending provision.

19. Administration. This Agreement will be jointly administered by the Municipality and the District. This Agreement does not create any separate legal or administrative entity.

20. Financing; Budget. This Agreement does not contemplate joint financing of the activities within its scope, nor does it contemplate a joint budget.

21. Property Acquisition and Disposition. This Agreement does not contemplate the joint acquisition of property by the parties. At termination, each party will remain the sole owner of its own property.

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

23. Recording. In accordance with RCW 38.34.040, this Agreement shall be filed with the Pierce County Auditor or listed on the web sites of the Parties prior to its effective date.

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

CITY OF BUCKLEY

PIERCE COUNTY FLOOD
CONTROL ZONE DISTRICT

[TITLE]

Name: _____

Date: _____

Title: _____

Date: _____

Approved as to Form:

Attorney

Attested to:

Attested to:

Audrey Persons
Clerk of Board of Supervisors

**Flood Risk Reduction and Watershed Management Economic Stimulus Grant Program
Recommended Projects for 2023**

Project Name: City of Buckley, Mundy Loss Road Storm Improvements

Scope of Work: Rehabilitate approximately 50 feet of constricted drainage channel alongside SR 410, add 90 feet of 24-inch piping underneath SR 410 and replace approximately 60 feet of 18-inch piping underneath Hinkleman Road with 60 feet and 44-inch culvert to alleviate flood within the Mundy Loss Road basin.

Location: Intersections at SR 410 and Hinkleman Road

Timeframe: January 1 – December 31, 2023

Flood District Share: not to exceed \$135,500

Project Cost: \$291,200

Local Share: \$155,700

ECONOMIC STIMULUS GRANT PROGRAM REIMBURSEMENT REQUEST



INSTRUCTIONS: Please fill out one Project Reimbursement Request form for each project your jurisdiction is implementing. If you have any questions, please contact the District Administrator, Kevin Dragon, at 253-798-2388 or pcfczd@piercecountywa.gov

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@piercecountywa.gov

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 COST **REQUESTED FUNDS** ENTER REQUESTED PROJECT FUNDS

Fill out the below table with the following information.

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

Attachment B to Exhibit A
Resolution No. 2024-3

This certification statement must be signed by the individual/jurisdiction requesting reimbursement.

By signing and submitting this request for reimbursement, I hereby certify that:

1. The information presented and attached hereto is true, complete, and accurate to the best of my knowledge and understanding.
2. The expenditures, disbursements, and receipts outlined herein and attached hereto have been incurred and are eligible for reimbursement for the intended purposes specified in the approved scope of work and applicable terms and conditions as outlined by the Interlocal Agreement with FCZD in accordance with the laws of the State of Washington.
3. All related studies, reports, plans, documents, and other deliverables due have been received and provided to the FCZD Administrator, or any construction-related activities included in this reimbursement request have been completed, prior to the date of this reimbursement request.

Signature

Title

Date

Approved By:

Kevin Dragon, District Administrator

Date

**FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN
THE PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT AND
THE NISQUALLY LAND TRUST FOR DISTRICT GRANT FUNDED
PROJECTS**

THIS **FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT** ("Agreement") is made and entered into by and between the Nisqually Land Trust, a Washington nonprofit corporation, hereinafter referred to as the "Company", and the Pierce County Flood Control Zone District, a Washington quasi-municipal corporation, hereinafter referred to as the "District". The District and the Company are individually a "Party" and collectively the "Parties". This Agreement shall be effective upon execution by the Company and the District.

RECITALS

A. In Resolution No. 2022-3, the District adopted the 2023 District budget, which includes the Flood Risk Reduction and Watershed Management Economic Stimulus Grant Program that will be funded by the District in 2023. Through a competitive process, the Company was awarded up to \$63,500 for Ohop Valley Flood Risk Reduction ("Project") as further described in Resolution No. 2022-3.

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 providing grant funding for the Project.

C. This Agreement replaces the original interlocal agreement the District authorized in Resolution No. 2022-7, with deletions shown as stricken and additions underlined.

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 Company for Project expenses, as set forth in Resolution No. 2022-03 and

any subsequent budget resolutions or resolutions approving modifications to or funds for the Project.

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 the earlier of the automatic termination date identified in Section 7 of this Agreement, or until termination by one or both of the Parties pursuant to this Section.

2.2 Notwithstanding the termination date identified in Section 7, 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. Alternatively, this Agreement may be terminated without notice 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 Company shall obtain and be responsible for all applicable 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 Company and the District Administrator.

5. Payment and Use of Funds. The District shall pay Funds to the Company 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 Company 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 Company 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 through the budget year 2023 2024. Only applicable Project work completed in 2023 and 2024 shall be eligible for reimbursement. This Agreement shall terminate automatically on March 31, 2024 2025, ninety (90) days after the close of the current budget year, which ends December 31 of each year. The Company will not request, and the District will not grant, an extension to this termination date.

~~The Company may submit to the Board, in writing, no later than December 1, 2023 a request to be granted an extension.~~

8. Reports—Audits—Records Retention—Inspections.

8.1 The Company 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 Company shall prepare and file a final report after final distribution of Funds, using the progress report form, as required by the District Administrator. The Company will make a brief presentation to the Board at a regularly scheduled meeting in 2023.

8.2 The Company 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 Company 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 Company 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 Company 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 Municipality Company, 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 Company 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 Company'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. Governing Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated only in the Superior Court of Pierce County, Washington.

18. Severability. The invalidity or unenforceability of any provision in this Agreement shall not affect the validity or enforceability of any other provisions that can be given effect without the offending provision.

19. Administration. This Agreement will be jointly administered by the Company and the District. This Agreement does not create any separate legal or administrative entity.

20. Financing; Budget. This Agreement does not contemplate joint financing of the activities within its scope, nor does it contemplate a joint budget.

21. Property Acquisition and Disposition. This Agreement does not contemplate the joint acquisition of property by the parties. At termination, each party will remain the sole owner of its own property.

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

23. Recording. In accordance with RCW 38.34.040, this Agreement shall be filed with the Pierce County Auditor or listed on the web sites of the Parties prior to its effective date.

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

NISQUALLY LAND TRUST

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

**Flood Risk Reduction and Watershed Management Economic Stimulus Grant Program
Recommended Projects for 2023**

Project Name: Nisqually Land Trust, Ohop Valley Flood Risk Reduction

Scope of Work: The proposed project will remove buildings, concrete pads, and residential infrastructure from the site which is an important spawning area on Ohap Creek. This is part of a larger project toward a future in-stream, riparian, and floodplain restoration project that will increase floodplain connectivity.

Location: 41908 Meridian E, Eatonville WA parcel 0416151040

Timeframe: January 1 – December 31, 2023

Flood District Share: not to exceed **\$63,500**

Project Cost: \$80,955

Local Share: \$17,455

Attachment B to Exhibit B
Resolution No. 2024-3

This certification statement must be signed by the individual/jurisdiction requesting reimbursement.

By signing and submitting this request for reimbursement, I hereby certify that:

1. The information presented and attached hereto is true, complete, and accurate to the best of my knowledge and understanding.
2. The expenditures, disbursements, and receipts outlined herein and attached hereto have been incurred and are eligible for reimbursement for the intended purposes specified in the approved scope of work and applicable terms and conditions as outlined by the Interlocal Agreement with FCZD in accordance with the laws of the State of Washington.
3. All related studies, reports, plans, documents, and other deliverables due have been received and provided to the FCZD Administrator, or any construction-related activities included in this reimbursement request have been completed, prior to the date of this reimbursement request.

Signature

Title

Date

Approved By:

Kevin Dragon, District Administrator

Date

**FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN
THE PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT AND
CITY OF PUYALLUP FOR DISTRICT GRANT FUNDED PROJECTS**

THIS FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the CITY OF PUYALLUP, a City in the State of Washington ("Municipality"), 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. 2022-3, the District adopted the 2023 District budget, which includes the Flood Risk Reduction and Watershed Management Economic Stimulus Grant Program that will be funded by the District in 2023. Through a competitive process, the Municipality was awarded up to \$650,000 for 4th Street NW Storm System Upgrade ("Project") as further described in Resolution No. 2022-3.

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 providing grant funding for the Project.

C. This Agreement replaces the original interlocal agreement the District authorized in Resolution No. 2022-7, with deletions shown as stricken and additions underlined.

AGREEMENT

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

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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 Municipality shall obtain and be responsible for all applicable 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 Municipality and the District Administrator.

5. Payment and Use of Funds. The District shall pay Funds to the Municipality 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 Municipality 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 Municipality 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 through the budget year 2023 2024. Only applicable Project work completed in 2023 and 2024 shall be eligible for reimbursement. This Agreement shall terminate automatically on March 31, 2024 2025, ninety (90) days after the close of the current budget year, which ends December 31 of each year. The Municipality will not request, and the District will not grant, an extension to this termination date.

~~The Municipality may submit to the Board, in writing, no later than December 1, 2023 a request to be granted an extension.~~

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9. Project Ownership and Maintenance. The Municipality 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 Municipality 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 Municipality, 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 Municipality 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. Governing Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated only in the Superior Court of Pierce County, Washington.

18. Severability. The invalidity or unenforceability of any provision in this Agreement shall not affect the validity or enforceability of any other provisions that can be given effect without the offending provision.

19. Administration. This Agreement will be jointly administered by the Municipality and the District. This Agreement does not create any separate legal or administrative entity.

20. Financing; Budget. This Agreement does not contemplate joint financing of the activities within its scope, nor does it contemplate a joint budget.

21. Property Acquisition and Disposition. This Agreement does not contemplate the joint acquisition of property by the parties. At termination, each party will remain the sole owner of its own property.

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

23. Recording. In accordance with RCW 38.34.040, this Agreement shall be filed with the Pierce County Auditor or listed on the web sites of the Parties prior to its effective date.

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

CITY OF PUYALLUP

PIERCE COUNTY FLOOD
CONTROL ZONE DISTRICT

[TITLE]

Name: _____

Date: _____

Title: _____

Date: _____

Approved as to Form:

Attorney

Attested to:

Attested to:

Audrey Persons
Clerk of Board of Supervisors

**Flood Risk Reduction and Watershed Management Economic Stimulus Grant Program
Recommended Projects for 2023**

Project Name: City of Puyallup-4th St. NW Storm System Upgrade

Scope of Work: This project installs a new large-diameter stormwater main rerouting and connecting the downtown basin to the existing outfall to the Puyallup River at 4th St. NW.

Location: 4th/5th Street NW, between the 200 and 1,100 block

Timeframe: January 1 – December 31, 2023

Flood District Share: not to exceed \$650,000

Project Cost: \$9,982,986

Local Share: \$9,332,986

ECONOMIC STIMULUS GRANT PROGRAM REIMBURSEMENT REQUEST



INSTRUCTIONS: Please fill out one Project Reimbursement Request form for each project your jurisdiction is implementing. If you have any questions, please contact the District Administrator, Kevin Dragon, at 253-798-2388 or pcfczd@piercecountywa.gov

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@piercecountywa.gov

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 COST **REQUESTED FUNDS** ENTER REQUESTED PROJECT FUNDS

Fill out the below table with the following information.

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

Attachment B to Exhibit C
Resolution No. 2024-3

This certification statement must be signed by the individual/jurisdiction requesting reimbursement.

By signing and submitting this request for reimbursement, I hereby certify that:

1. The information presented and attached hereto is true, complete, and accurate to the best of my knowledge and understanding.
2. The expenditures, disbursements, and receipts outlined herein and attached hereto have been incurred and are eligible for reimbursement for the intended purposes specified in the approved scope of work and applicable terms and conditions as outlined by the Interlocal Agreement with FCZD in accordance with the laws of the State of Washington.
3. All related studies, reports, plans, documents, and other deliverables due have been received and provided to the FCZD Administrator, or any construction-related activities included in this reimbursement request have been completed, prior to the date of this reimbursement request.

Signature

Title

Date

Approved By:

Kevin Dragon, District Administrator

Date

**FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN
THE PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT AND
CITY OF UNIVERSITY PLACE FOR DISTRICT GRANT FUNDED PROJECTS**

THIS FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the CITY OF UNIVERSITY PLACE, a City in the State of Washington ("Municipality"), 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. 2022-3, the District adopted the 2023 District budget, which includes the Flood Risk Reduction and Watershed Management Economic Stimulus Grant Program that will be funded by the District in 2023. Through a competitive process, the Municipality was awarded up to \$650,000 for Olympic/Brookside SWM ("Project") as further described in Resolution No. 2022-3.

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 providing grant funding for the Project.

C. This Agreement replaces the original interlocal agreement the District authorized in Resolution No. 2022-7, with deletions shown as stricken and additions underlined.

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 Municipality for Project expenses, as set forth in Resolution No. 2022-03 and any subsequent budget resolutions or resolutions approving modifications to or funds for the Project.

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 the earlier of the automatic termination date identified in Section 7 of this Agreement, or until termination by one or both of the Parties pursuant to this Section.

2.2 Notwithstanding the termination date identified in Section 7, 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. Alternatively, this Agreement may be terminated without notice 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 Municipality shall obtain and be responsible for all applicable 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 Municipality and the District Administrator.

5. Payment and Use of Funds. The District shall pay Funds to the Municipality 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 Municipality 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 Municipality 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 through the budget year 2023 2024. Only applicable Project work completed in 2023 and 2024 shall be eligible for reimbursement. This Agreement shall terminate automatically on March 31, 2024 2025, ninety (90) days after the close of the current budget year, which ends December 31 of each year. The Municipality will not request, and the District will not grant, an extension to this termination date.

~~The Municipality may submit to the Board, in writing, no later than December 1, 2023 a request to be granted an extension.~~

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

8.1 The Municipality 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 Municipality shall prepare and file a final report after final distribution of Funds, using the progress report form, as required by the District Administrator. The Municipality will make a brief presentation to the Board at a regularly scheduled meeting in 2023.

8.2 The Municipality 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 Municipality 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 Municipality 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 Municipality 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 Municipality, 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 Municipality 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. Governing Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated only in the Superior Court of Pierce County, Washington.

18. Severability. The invalidity or unenforceability of any provision in this Agreement shall not affect the validity or enforceability of any other provisions that can be given effect without the offending provision.

19. Administration. This Agreement will be jointly administered by the Municipality and the District. This Agreement does not create any separate legal or administrative entity.

20. Financing; Budget. This Agreement does not contemplate joint financing of the activities within its scope, nor does it contemplate a joint budget.

21. Property Acquisition and Disposition. This Agreement does not contemplate the joint acquisition of property by the parties. At termination, each party will remain the sole owner of its own property.

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

23. Recording. In accordance with RCW 38.34.040, this Agreement shall be filed with the Pierce County Auditor or listed on the web sites of the Parties prior to its effective date.

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

CITY OF UNIVERSITY PLACE

PIERCE COUNTY FLOOD
CONTROL ZONE DISTRICT

[TITLE]

Name: _____

Date: _____

Title: _____

Date: _____

Approved as to Form:

Attorney

Attested to:

Attested to:

Audrey Persons
Clerk of Board of Supervisors

Attachment A to Exhibit D
Resolution No. 2024-3

**Flood Risk Reduction and Watershed Management Economic Stimulus Grant Program
Recommended Projects for 2023**

Project Name: City of University Place-Olympic/Brookside SWM Project

Scope of Work: The project includes pipe improvements, construction of an underground stormwater detention facility and replacing the existing storm drainage pipe from Grandview Drive to Palisades with a larger pipe.

Location: -122.5612 Long; 47.22118 Lat (Olympic Boulevard West and Grandview Drive West)

Timeframe: January 1 – December 31, 2023

Flood District Share: not to exceed \$650,000

Project Cost: \$1,500,000

Local Share: \$850,000

ECONOMIC STIMULUS GRANT PROGRAM REIMBURSEMENT REQUEST



INSTRUCTIONS: Please fill out one Project Reimbursement Request form for each project your jurisdiction is implementing. If you have any questions, please contact the District Administrator, Kevin Dragon, at 253-798-2388 or pcfczd@piercecountywa.gov

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@piercecountywa.gov

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 project budget	Request this period	Requested to date	Budget remaining
Totals				

Attachment B to Exhibit D
Resolution No. 2024-3

This certification statement must be signed by the individual/jurisdiction requesting reimbursement.

By signing and submitting this request for reimbursement, I hereby certify that:

1. The information presented and attached hereto is true, complete, and accurate to the best of my knowledge and understanding.
2. The expenditures, disbursements, and receipts outlined herein and attached hereto have been incurred and are eligible for reimbursement for the intended purposes specified in the approved scope of work and applicable terms and conditions as outlined by the Interlocal Agreement with FCZD in accordance with the laws of the State of Washington.
3. All related studies, reports, plans, documents, and other deliverables due have been received and provided to the FCZD Administrator, or any construction-related activities included in this reimbursement request have been completed, prior to the date of this reimbursement request.

Signature

Title

Date

Approved By:

Kevin Dragon, District Administrator

Date

**FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN
THE PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT AND
THE PORT OF TACOMA FOR DISTRICT GRANT FUNDED PROJECTS**

THIS FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the PORT OF TACOMA a Port in the State of Washington ("Municipality"), 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. 2022-3, the District adopted the 2023 District budget, which includes the Flood Risk Reduction and Watershed Management Economic Stimulus Grant Program that will be funded by the District in 2023. Through a competitive process, the Municipality was awarded up to \$125,000 for the Stormwater Infrastructure Comprehensive Plan ("Project") as further described in Resolution No. 2022-3.

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 providing grant funding for the Project.

C. This Agreement replaces the original interlocal agreement the District authorized in Resolution No. 2022-7, with deletions shown as stricken and additions underlined.

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 Municipality for Project expenses, as set forth in Resolution No. 2022-03 and any subsequent budget resolutions or resolutions approving modifications to or funds for the Project.

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 the earlier of the automatic termination date identified in Section 7 of this Agreement, or until termination by one or both of the Parties pursuant to this Section.

2.2 Notwithstanding the termination date identified in Section 7, 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. Alternatively, this Agreement may be terminated without notice 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 Municipality shall obtain and be responsible for all applicable 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 Municipality and the District Administrator.

5. Payment and Use of Funds. The District shall pay Funds to the Municipality 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 Municipality 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 Municipality 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 through the budget year 2023 2024. Only applicable Project work completed in 2023 and 2024 shall be eligible for reimbursement. This Agreement shall terminate automatically on March 31, 2024 2025, ninety (90) days after the close of the current budget year, which ends December 31 of each year. The Municipality will not request, and the District will not grant, an extension to this termination date.

~~The Municipality may submit to the Board, in writing, no later than December 1, 2023 a request to be granted an extension.~~

8. Reports—Audits—Records Retention—Inspections.

8.1 The Municipality 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 Municipality shall prepare and file a final report after final distribution of Funds, using the progress report form, as required by the District Administrator. The Municipality will make a brief presentation to the Board at a regularly scheduled meeting in 2023.

8.2 The Municipality 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 Municipality 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 Municipality 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 Municipality 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 Municipality, 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 Municipality 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. Governing Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated only in the Superior Court of Pierce County, Washington.

18. Severability. The invalidity or unenforceability of any provision in this Agreement shall not affect the validity or enforceability of any other provisions that can be given effect without the offending provision.

19. Administration. This Agreement will be jointly administered by the Municipality and the District. This Agreement does not create any separate legal or administrative entity.

20. Financing; Budget. This Agreement does not contemplate joint financing of the activities within its scope, nor does it contemplate a joint budget.

21. Property Acquisition and Disposition. This Agreement does not contemplate the joint acquisition of property by the parties. At termination, each party will remain the sole owner of its own property.

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

23. Recording. In accordance with RCW 38.34.040, this Agreement shall be filed with the Pierce County Auditor or listed on the web sites of the Parties prior to its effective date.

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

PORT OF TACOMA

PIERCE COUNTY FLOOD
CONTROL ZONE DISTRICT

[TITLE]

Name: _____

Date: _____

Title: _____

Date: _____

Approved as to Form:

Attorney

Attested to:

Attested to:

Audrey Persons
Clerk of Board of Supervisors

**Flood Risk Reduction and Watershed Management Economic Stimulus Grant Program
Recommended Projects for 2023**

Project Name: Port of Tacoma- Stormwater Infrastructure Comprehensive Plan Study

Scope of Work: This plan will help partners better understand what types of Municipal Separate Storm Sewer System (MS4) infrastructure exists in the Tideflats, who owns that infrastructure and the underlying property, whether there are any encumbrances on the land, and who is responsible for the maintenance, repair, and when needed, replacement of the identified infrastructure.

Location: Tacoma Tideflats

Timeframe: January 1, 2023 – December 31, 2024

Flood District Share: not to exceed \$125,000

Project Cost: \$350,000

Local Share: \$225,000

ECONOMIC STIMULUS GRANT PROGRAM REIMBURSEMENT REQUEST



INSTRUCTIONS: Please fill out one Project Reimbursement Request form for each project your jurisdiction is implementing. If you have any questions, please contact the District Administrator, Kevin Dragon, at 253-798-2388 or pcfczd@piercecountywa.gov

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@piercecountywa.gov

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.

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

Attachment B to Exhibit E
Resolution No. 2024-3

This certification statement must be signed by the individual/jurisdiction requesting reimbursement.

By signing and submitting this request for reimbursement, I hereby certify that:

1. The information presented and attached hereto is true, complete, and accurate to the best of my knowledge and understanding.
2. The expenditures, disbursements, and receipts outlined herein and attached hereto have been incurred and are eligible for reimbursement for the intended purposes specified in the approved scope of work and applicable terms and conditions as outlined by the Interlocal Agreement with FCZD in accordance with the laws of the State of Washington.
3. All related studies, reports, plans, documents, and other deliverables due have been received and provided to the FCZD Administrator, or any construction-related activities included in this reimbursement request have been completed, prior to the date of this reimbursement request.

Signature

Title

Date

Approved By:

Kevin Dragon, District Administrator

Date

**FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN
THE PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT AND
THE TOWN OF WILKESON FOR DISTRICT GRANT FUNDED PROJECTS**

THIS FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the TOWN OF WILKESON a town in the State of Washington ("Municipality"), 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. 2022-3, the District adopted the 2023 District budget, which includes the Flood Risk Reduction and Watershed Management Economic Stimulus Grant Program that will be funded by the District in 2023. Through a competitive process, the Municipality was awarded up to \$76,000 for the Wilkeson Creek and Bridge Stabilization Study ("Project") as further described in Resolution No. 2022-3.

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 providing grant funding for the Project.

C. This Agreement replaces the original interlocal agreement the District authorized in Resolution No. 2022-7, with deletions shown as stricken and additions underlined.

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 Municipality for Project expenses, as set forth in Resolution No. 2022-03 and any subsequent budget resolutions or resolutions approving modifications to or funds for the Project.

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 the earlier of the automatic termination date identified in Section 7 of this Agreement, or until termination by one or both of the Parties pursuant to this Section.

2.2 Notwithstanding the termination date identified in Section 7, 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. Alternatively, this Agreement may be terminated without notice 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 Municipality shall obtain and be responsible for all applicable 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 Municipality and the District Administrator.

5. Payment and Use of Funds. The District shall pay Funds to the Municipality 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 Municipality 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 Municipality 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 through the budget year 2023 2024. Only applicable Project work completed in 2023 and 2024 shall be eligible for reimbursement. This Agreement shall terminate automatically on March 31, 2024 2025, ninety (90) days after the close of the current budget year, which ends December 31 of each year. The Municipality will not request, and the District will not grant, an extension to this termination date.

~~The Municipality may submit to the Board, in writing, no later than December 1, 2023 a request to be granted an extension.~~

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

8.1 The Municipality 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 Municipality shall prepare and file a final report after final distribution of Funds, using the progress report form, as required by the District Administrator. The Municipality will make a brief presentation to the Board at a regularly scheduled meeting in 2023.

8.2 The Municipality 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 Municipality 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 Municipality 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 Municipality 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 Municipality, 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 Municipality 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. Governing Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated only in the Superior Court of Pierce County, Washington.

18. Severability. The invalidity or unenforceability of any provision in this Agreement shall not affect the validity or enforceability of any other provisions that can be given effect without the offending provision.

19. Administration. This Agreement will be jointly administered by the Municipality and the District. This Agreement does not create any separate legal or administrative entity.

20. Financing; Budget. This Agreement does not contemplate joint financing of the activities within its scope, nor does it contemplate a joint budget.

21. Property Acquisition and Disposition. This Agreement does not contemplate the joint acquisition of property by the parties. At termination, each party will remain the sole owner of its own property.

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

23. Recording. In accordance with RCW 38.34.040, this Agreement shall be filed with the Pierce County Auditor or listed on the web sites of the Parties prior to its effective date.

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

TOWN OF WILKESON

PIERCE COUNTY FLOOD
CONTROL ZONE DISTRICT

[TITLE]

Name: _____

Date: _____

Title: _____

Date: _____

Approved as to Form:

Attorney

Attested to:

Attested to:

Audrey Persons
Clerk of Board of Supervisors

**Flood Risk Reduction and Watershed Management Economic Stimulus Grant Program
Recommended Projects for 2023**

Project Name: Town of Wilkeson, Wilkeson Creek and Bridge Stabilization Study

Scope of Work: This study will inform the Town of Wilkeson about the channel migration habitats of Wilkeson Creek. This study will help identify any potential hazards threatening the continued operation of the bridge and water main.

Location of the project: 47.101104, -122.04668

Project Timeframe: January 1, 2023 – December 31, 2024

Flood Control Zone District grant share: not to exceed \$76,000

Total project cost: \$76,000

Local share: 0

ECONOMIC STIMULUS GRANT PROGRAM REIMBURSEMENT REQUEST



INSTRUCTIONS: Please fill out one Project Reimbursement Request form for each project your jurisdiction is implementing. If you have any questions, please contact the District Administrator, Kevin Dragon, at 253-798-2388 or pcfczd@piercecountywa.gov

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@piercecountywa.gov

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 COST **REQUESTED FUNDS** ENTER REQUESTED PROJECT FUNDS

Fill out the below table with the following information.

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

Attachment B to Exhibit F
Resolution No. 2024-3

This certification statement must be signed by the individual/jurisdiction requesting reimbursement.

By signing and submitting this request for reimbursement, I hereby certify that:

1. The information presented and attached hereto is true, complete, and accurate to the best of my knowledge and understanding.
2. The expenditures, disbursements, and receipts outlined herein and attached hereto have been incurred and are eligible for reimbursement for the intended purposes specified in the approved scope of work and applicable terms and conditions as outlined by the Interlocal Agreement with FCZD in accordance with the laws of the State of Washington.
3. All related studies, reports, plans, documents, and other deliverables due have been received and provided to the FCZD Administrator, or any construction-related activities included in this reimbursement request have been completed, prior to the date of this reimbursement request.

Signature

Title

Date

Approved By:

Kevin Dragon, District Administrator

Date