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RESOLUTION NO. 2026-5

A Resolution of the Pierce County Flood Control Zone District Relating to District Flood and Stormwater Projects and Approving an Interlocal Agreement between the District and the City of Gig Harbor for a District Funded Project.

Whereas, Resolution No. 2025-2, approved by the Pierce County Flood Control Zone District (District) on April 23, 2025, adopted an update to the Comprehensive Plan of Development which sets the District's goals and objectives and identifies regional policies, programs, and projects the District could fund that will reduce risks to public health and safety; reduce public infrastructure and private property damage; improve habitat conditions; and reduce maintenance costs while protecting and maintaining the regional economy; and

Whereas, the City of Gig Harbor Sewer Lift Station #5 is included in the Comprehensive Plan of Development as a critical public infrastructure project impacted by coastal flooding; and

Whereas, Resolution No. 2025-5, approved by the District on October 8, 2025, approved funding to be expended in 2026 for construction of the City of Gig Harbor Sewer Lift Station #5; and

Whereas, the District and the City of Gig Harbor are authorized to enter into this Agreement pursuant to RCW 39.34.080 and RCW 86.15.080(11); **Now, therefore**

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

Section 1. The Board of Supervisors approves the "Interlocal Agreement Between the Pierce County Flood Control Zone District and the City of Gig Harbor" attached as Exhibit A to this resolution for a District Funded Project.

ADOPTED this 8th **day of** April**, 2026.**

ATTEST:

Brenna Price
Clerk of the Board

PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT
Pierce County, Washington

Dave Morell
Flood Control Zone District Chair

Docusign Envelope ID: 81172FAD-8D54-8329-8169-66ED9EFC2E88

INTERLOCAL AGREEMENT BETWEEN THE PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT AND THE CITY OF GIG HARBOR FOR FOR A DISTRICT GRANT FUNDED PROJECT

THIS INTERLOCAL AGREEMENT FOR PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT GRANT FUNDED PROJECT ("Agreement") is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation, hereinafter referred to as the "Grantee," and the Pierce County Flood Control Zone District, a Washington quasi-municipal corporation, hereinafter referred to as the "District.". The District and the Grantee are individually a "Party" and collectively the "Parties." This Agreement shall be effective upon execution by the Grantee and the District.

RECITALS

A. The District's Board of Supervisors has adopted Resolution No. 2025-5, the District's 2026 budget resolution, which lists the included Capital Improvement Project that will be funded by the District in 2026.

B. Through a competitive process, the Grantee was awarded up to $1 million dollars for the Sewer Lift Station #5 project in the City of Gig Harbor, identified in the 2026 Budget Resolution and further identified and described in **Attachment A**, attached and incorporated herein.

C. The District desires to provide funding for the Project consistent with the 2026 Budget Resolution and the terms and conditions of this Agreement.

D. 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.

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 Grantee for expenditures on the Project, as set forth in the 2026 Budget

Docusign Envelope ID: 81172FAD-8D54-8329-8169-66ED9EFC2E88

Resolution and any subsequent budget resolutions or resolutions approving modifications to funds authorized or authorizing additional funds for the Project.

1.4 "Project" means the City of Gig Harbor Lift Station #5 as further identified and described in **Attachment A**, and as listed in 2026 Budget Resolution.

1.5 "2026 Budget Resolution" means District Resolution No. 2025-5.

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 earliest of the following: (a) the District has disbursed all Funds in accordance with this Agreement, (b) termination pursuant to Section 2.2, or (c) termination for particular Project for lack of funding authorization pursuant to Section 8.

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. Notice by the Grantee shall be provided to the District Administrator and notice by the District shall be provided to the chief executive employee of the Grantee. Alternatively, this Agreement may be terminated without notice upon mutual agreement of the Parties expressed in writing.

2.3 Sections 9, 10, and 11 shall survive any termination of this Agreement.

3. Design, Procurement, and Construction—Permits and Approvals—Submission of Documents. The Grantee shall design, procure, and construct the Project in compliance with all applicable laws, rules, and regulations, and shall obtain and be responsible for all approvals and permits for the Project. Prior to bidding of each of the Project, the Grantee shall submit copies of the bid documents, drawings, plans, and specifications for that Project to the District Administrator.

4. Project Work and Funding Sources. The descriptions and schedules for the Project are stated in **Attachment A**. When requested by the District Administrator, the Grantee shall submit further descriptions of the work and schedule information for the Project, a description of the funding sources for the Project, and a schedule of the expected receipt of all funds for the Project.

5. Payment and Use of Funds. The District shall pay Funds to the Grantee only for Project-related expenses that are consistent with the "Scope of Work for the FCZD Allocation" in **Attachment A**. The District will make payments pursuant to a procedure and schedule developed by the District Administrator, with reasonable requests by the Grantee considered.

Docusign Envelope ID: 81172FAD-8D54-8329-8169-66ED9EFC2E88

6. Funding Limitation. The Grantee acknowledges and agrees that the financial obligations of the District pursuant to this Agreement are limited to payment of the Funds pursuant to this Agreement for each of the Project. The Funds were awarded based on the estimated cost of the Project, and the District shall not be responsible or liable for any Project-related expenses or costs in excess of the Funds authorized for a Project, regardless of whether the actual cost of that Project is greater than its estimated cost.

7. Withholding or Denial of Funds. The District reserves the right to withhold or deny payment of Funds for failure of the Grantee to comply with this Agreement, failure of any of the Project to meet the descriptions and schedules in **Attachment A** or in the further descriptions and schedules provided pursuant to Section 4, or failure of any of the Project to conform substantially to the bid documents, drawings, plans, and specifications.

8. Funding Duration—Automatic Termination. The Project is intended to be constructed or completed in one budget year. The District's obligation to provide Funds for any subsequent budget year is conditioned upon appropriation of Funds by the District for that subsequent budget year. A budget year ends December 31 of the designated calendar year. In order to be eligible for reimbursement, Project-related expenses must be incurred during a budget year for which the District has appropriated Funds, and Grantee must request reimbursement for the expenses no later than March 31 of the following budget year. The Grantee may, however, submit to the Board, no later than December 1 of a budget year, a written request for an extension of one year in order to incur the expenses of that current budget year, which the District will consider in its sole discretion. If the District approves Funds for a Project in one budget year but fails to approve Funds for that Project in a subsequent budget year, (a) this Agreement shall remain in force for the Project only until the District has paid all Funds appropriated for the Project in the previous budget year (to the extent Grantee submits for reimbursement by March 31 of the subsequent year). This Agreement shall terminate in full automatically on March 31 of the first budget year in which the District has not authorized any Funds for the Project.

9. Reports—Records Retention—Inspections and Audit.

9.1 The Grantee shall prepare and file written reports describing its request for, and expenditure of, the Funds no less than quarterly, or more frequently, as reasonably required by the District Administrator. The Grantee shall prepare and file a final report after final distribution of Funds for each Project, using the progress report form provided by the District Administrator. The Grantee will make a brief presentation to the Board at a regularly scheduled meeting each year this Agreement is in effect.

9.2 The Grantee shall retain all records and documents relating to the Funds for a minimum of seven (7) years after final payment of Funds by the

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District, unless required by law to be retained for a longer period, in which case the longer period shall apply.

9.3 Upon reasonable notice, the Grantee shall make all records and documents relating to the expenditure and application of the Funds available to the District Administrator for inspection, review, and audit.

9.4 Following an audit of the payment of the Funds, the Grantee shall repay to the District all amounts that the District determines should not have been paid to the Grantee, to the extent those payments were due to the negligent or intentional acts of the Grantee, its officers, officials, employees, agents, contractors, volunteers, or assigns.

10. Ownership and Maintenance. The Parties agree that the Grantee is solely responsible for the acquisition, design, construction, operation, installation, maintenance, repair and replacement of the Project. For purposes of clarity, the District shall not own the Project, and shall have no obligation or responsibility for the acquisition, design, construction, operation, maintenance, repair and replacement of the Project.

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 Grantee 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 Grantee's governing body and the Board and signed by the authorized representatives of the Parties.

Docusign Envelope ID: 81172FAD-8D54-8329-8169-66ED9EFC2E88

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

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

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

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

17. 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 Grantee and the District. This Agreement does not create any separate legal or administrative entity. The District Administrator and the Public Works Director, respectively, shall receive and give all notices, approvals, reports and documents under this Agreement.

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. 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.

Docusign Envelope ID: 81172FAD-8D54-8329-8169-66ED9EFC2E88

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

GRANTEE:
CITY OF GIG HARBOR

Signed by:
Mary Barber
761220ED4BD340C...
Name: Mary Barber
Title: Mayor

Date: 4/29/2026

Attested to:

Tiffany Aliment Acting City Clerk
[name/title]

Date: 4/29/2026

PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT:

Name: DAVE J MORELL
Title: Chair

Date: 5/27/2026

Attested to:

Brenna Price clerk to the Board
[name/title]

Date: 5/27/2026

Approved as to Form:

DocuSigned by:
Daniel Kenny
DDAD3355F1F2425...
Attorney

Docusign Envelope ID: 81172FAD-8D54-8329-8169-66ED9EFC2E88

Attachment A to FCZD Board of Supervisors R2026-5 Exhibit A
Scope of Work
Resolution No. 2026-5

Project ID Number: GH-2

Project Name: **Sewer Lift Station #5**

Jurisdiction: City of Gig Harbor

FCZD Allocation: $1 million.

Total Budget: The total project cost is $3,422,000. Construction is estimated at $2.97 million.

Location: The City's existing Lift Station #5 is located along the shoreline of Gig Harbor Bay, adjacent to residential houses in the 2800 block of Harborview Drive.

Schedule: The City of Gig Harbor anticipates awarding the public works contract in the second quarter of 2026 and completing the construction by the spring of 2027.

Total Project Description: The City's existing Lift Station #5 was originally built in 1974 and is located along the shoreline of Gig Harbor Bay. Due to the facility's age, the components are beyond their lifespan and are no longer available for replacement. Due to the facility's location, it is expected to be impacted by future king tides and sea level rise.

This project will maintain the existing lift station wet well, demolish the existing vacuum prime pumps and associated lift station equipment, and install a new pre-packaged lift station with dual suction linesat a location significantly above the 2080 predicted king tide elevation,. Additionally, this project proposes to install a permanent emergency backup generator, slip lining in the existing gravity main along the beach, and epoxy coating in existing manholes to reduce seawater infiltration. The new sewer lift station location is approximately 20 feet higher in elevation when compared to the existing location.

Scope of Work for the FCZD Allocation:

The City of Gig Harbor will be using the FCZD funds to pay a portion of the City's public works construction contract. Each time the City makes a payment to the contractor, it will request reimbursement for a portion of that payment from the FCZD allocation until the $1 million is expended.

Tasks include:

- The existing sewer lift station #5 is located along the shoreline of Gig Harbor Bay. The maximum predicted 2080 king tide elevation used for the city's sewer lift station #5 improvement project is an elevation of 16.7 feet (NAVD88 vertical datum). The project will remove existing mechanical, electrical, and control equipment from an existing underground vault located on the shoreline of Gig Harbor at an elevation of 15.2 feet. and relocate the equipment to a vault at an elevation of 33.2 feet. All existing sewer manholes and pipes that remain below the 2080 king tide elevation will be rehabilitated with water-tight lids and waterproof linings.

Docusign Envelope ID: 81172FAD-8D54-8329-8169-66ED9EFC2E88

Attachment A to FCZD Board of Supervisors R2026-5 Exhibit A
Scope of Work
Resolution No. 2026-5

Assumptions:

- Gig Harbor is responsible for all permitting and regulatory obligations for the project.
- Additional funding beyond the $1M is secured by means other than FCZD and provided by Gig Harbor
- Gig Harbor will follow procurement requirements for public funding.
- Progress reports will be provided no less than quarterly.

Deliverables:

- The reimbursement requests will include documentation for the contractor's time, equipment, and materials.
- Quarterly Progress reports
- Once the FCZD's allocation has been expended, a final report will be submitted which will include a written description of work completed with FCZD funds, photos, as-builts, and a final reimbursement request.