

1. May 16, 2018 Agenda

Documents:

[0516 FCZD EXEC CTE AGN.PDF](#)

1.1. FCZD Exec Comm Mtg Packet

Documents:

[0516 FCZD EXEC COMM MTG PACKET.PDF](#)



Board of Supervisors Executive Committee

Rick Talbert, Chair
Dan Roach, Vice Chair
Derek Young, Member

Clerk: Kate Kennedy, (253) 798-7798

AGENDA

Meeting Date: May 16, 2018
Time: 9:30 a.m.
Place: Pierce County Council Chambers
930 Tacoma Avenue South, Room 1045, Tacoma, WA

Agenda Items:

1. Call to Order
2. Roll Call
3. Approval of Agenda for May 16, 2018
4. Approval of Minutes: April 18, 2018 Executive Committee meeting
5. Public Comment
6. Discussion Items
 - 2019 Budget Assumptions
 - Pierce Conservation District request for funding
 - Flood Plan inventory of local jurisdiction flood-related regulations
 - Flood Plan Update
7. Possible Action
 - Resolution to Approve Interlocal Agreement with City of Sumner for Project Funding
 - Resolution Establishing Public Records Inspection and Copying Procedures
 - Resolution Establishing Procurement Process for Professional Services
 - Resolution to Approve Interlocal Agreement with Pierce County for Support Services
8. Other Business
9. Adjourn

Flood Control Zone District
Board of Supervisors Executive Committee
Wednesday, May 16, 2018
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The Board encourages public participation. You may also provide written comments at any time up to final adoption of a proposal. The mailing address and fax number are at the top of this notice and on the Board's web page <http://www.piercefloodcontrol.org>

Dated: May 10, 2018

930 Tacoma Ave S. -- Room 1046 -- Tacoma, WA 98402-2176
253-906-7420 FAX (253) 798-7509 Toll-Free (800) 992-2456

District meetings are audio recorded from gavel to gavel.



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Dated: May 14, 2018

930 Tacoma Ave S. -- Room 1046 -- Tacoma, WA 98402-2176
253-906-7420 FAX (253) 798-7509 Toll-Free (800) 992-2456

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MINUTES
PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT
BOARD OF SUPERVISORS EXECUTIVE COMMITTEE MEETING
APRIL 18, 2018

Minutes of the Pierce County Flood Control Zone District Executive Committee are not verbatim; however, audio recordings are available upon request.

1. **Call to Order**

The Pierce County Flood Control Zone District Board of Supervisors Executive Committee meeting was called to order at 9:40 a.m. by Chair Talbert.

2. **Roll Call**

The Clerk called the roll.

Executive Committee Supervisors present: Rick Talbert, Chair; Dan Roach, Vice Chair; Derek Young, Member, was excused.

Also present: Rod Kaseguma, Inslee, Best, Doezie & Ryder, P.S.; Kjristine Lund, Independent Consultant, Lund Consulting, Inc.; Melissa McFadden, Planning and Public Works Department; and Harold Smelt, Planning and Public Works Department

Council Staff present: Tammi Lewis and Mark Williams, Councilmember Assistants; Jeff Cox, Deputy Legal Counsel

3. **Approval of Agenda**

Without objection, the Chair advanced item 10 prior to item 6 on the agenda.

4. **Approval of Minutes**

Roach moved approval of the February 21, 2018, Flood Control Zone District Board of Supervisors Executive Committee meeting minutes; motion seconded. The question was called; the Minutes were approved.

5. **Public Comment:** none

10. **Potential Presentation by Pierce County Conservation District**

Ryan Mello, presented a powerpoint presentation, "Marine Shorelines & Flooding," and answered questions of the Committee. (A copy of the presentation is contained in the meeting file.) Talbert requested Mello work with staff on potential granting opportunities related to shoreline management issues. Discussion included the need for information about the cost share between property owner, PCD, and potential District grant; need for information on actual construction costs versus planning and permitting; who would implement the projects; size of potential pilot program; scale of need to address shorelines; performance metrics, and the objective of conducting a pilot program.

6. Interlocal Agreement between District and Pierce County - Update

Lund spoke to revisions contained in her handout "Update and Policy Questions Related to Interlocal Agreements Between District and Pierce County." (A copy of the handout is contained in the meeting file.)

Discussion ensued on revisions to the interlocal agreement due to changes in state law related to public records and organizational changes within County government. In answer to the Chair's question on records, Kaseguma explained the different types of records created. The Chair requested more clarity for the public on where to find FCZD records. The Committee requested staff provided their recommendation for revisions to the interlocal when County organizational changes occur as Kaseguma identified. The Committee concurred to keep the Executive Director reporting to the District. Following discussion with McFadden, Section 4 remained unchanged per the direction of the Committee. Kaseguma spoke to Section 4.2.4 on specificity of charges, the Committee agreed to keep current language, and agreed with the suggestion to have a report on the budget to the Executive Committee on expenditures. Any approval of expenditures be authorized by a board member, chair, vice chair, county executive, or district administrator. Lund stated she will have a document ready by July for the full board to approve.

7. Development of Standard Operating Procedures Work Plan

Lund spoke to the "Standard Operating Procedures Work Plan." (A copy of the handout is contained in the meeting file.) Kaseguma stated some of the procedures should be policy and administrative. The Chair requested that at the July full board meeting, the operational items are identified in the document that are administered at the executive board versus the full board.

8. Army Corps General Investigation Status Next Steps

McFadden stated a one page progress report will be provided at a future date. Smelt spoke to a Congressional hearing in DC with the Corps; discussion ensued on funding options for projects.

9. Financial Report

Lund presented and explained the monthly finance report. She pointed out that there are two areas that have not been budgeted: contracted accounting services which prepares the financials that are presented to the state; and Civic Plus. Both are now being billed to the District. Lund stated the budget will need to be amended to cover these costs. (A copy of the report is contained in the meeting file.)

11. Other Business: none

12. **Adjournment: 11:05**

There being no further business, the Flood Control Zone District Executive Committee Meeting was adjourned at 10:36 a.m.

Attest:

Kate Kennedy, CMC
Clerk of the Board

Approved:

Rick Talbert, Board Chair

Date Approved

Proposed Six Year Financial Plan 2019 - 2024

2017 154 Total Fund Balance: \$ 12,277,065									
		Estimated							Total
		2018	2019	2020	2021	2022	2023	2024	2019-2024
2017 154.00 Fund Balance		\$ 4,887,993							
	Tax Assessment	\$ 8,382,991	\$ 8,466,821	\$ 8,551,489	\$ 8,637,004	\$ 8,723,374	\$ 8,810,608	\$ 8,898,714	\$ 52,088,010
	Grants & Other								
	Total Revenue	\$ 8,382,991	\$ 8,466,821	\$ 8,551,489	\$ 8,637,004	\$ 8,723,374	\$ 8,810,608	\$ 8,898,714	\$ 52,088,010
Operating Fund 154.00	Administration*	\$ 328,805	\$ 338,669	\$ 348,829	\$ 359,294	\$ 370,073	\$ 381,175	\$ 392,610	\$ 2,190,651
	Maintenance and Operations	\$ 1,257,449	\$ 1,270,023	\$ 1,282,723	\$ 1,295,551	\$ 1,308,506	\$ 1,321,591	\$ 1,334,807	\$ 7,813,201
	Allocation for USACE Project Match	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 6,000,000
	**Allocation for Opportunity Fund	\$ 1,013,934	\$ 1,044,352	\$ 1,075,683	\$ 1,107,953	\$ 1,141,192	\$ 1,175,427	\$ 1,210,690	\$ 6,755,297
	***Capital Projects	\$ 4,614,346	\$ 4,854,025	\$ 4,705,000	\$ 5,324,000	\$ 5,400,000	\$ 4,400,000	\$ 4,400,000	\$ 29,083,025
	Total Expenditures	\$ 8,214,534	\$ 8,507,069	\$ 8,412,235	\$ 9,086,798	\$ 9,219,771	\$ 8,278,194	\$ 8,338,108	\$ 51,842,174
	Total Revenue minus	\$ 168,457.35	\$ (40,248)	\$ 139,254	\$ (449,794)	\$ (496,397)	\$ 532,414	\$ 560,606	
	Operating Fund Balance	\$ 5,056,450	\$ 5,016,202	\$ 5,155,456	\$ 4,705,662	\$ 4,209,266	\$ 4,741,680	\$ 5,302,286	
	Annual Unexpended Capital	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Minimum Fund Balance	\$ 793,127	\$ 804,346	\$ 815,776	\$ 827,422	\$ 839,290	\$ 851,383	\$ 863,709	
	2018 Pay off projects early	\$ 1,911,204	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	2018 S 24th street setback (Sumner)	\$ 390,275	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	2018 One time GI Allocation Increase	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Strategic & Emergent Needs Fund	\$ 2,801,479	\$ 1,410,377	\$ 4,339,680	\$ 3,878,240	\$ 3,369,976	\$ 3,890,296	\$ 4,438,577	
2017 154.01 Fund Balance: \$ 3,389,072									
Opportunity Fund 154.01	Transfer from Fund 154.00	\$ 1,013,934	\$ 1,044,352	\$ 1,075,683	\$ 1,107,953	\$ 1,141,192	\$ 1,175,427	\$ 1,210,690	
	Expenditures	\$ 700,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	
	Opportunity Fund Balance	\$ 3,703,006	\$ 4,247,358	\$ 4,823,041	\$ 5,430,994	\$ 6,072,185	\$ 6,747,613	\$ 7,458,303	
2017 154.02 Fund Balance: \$ 4,000,000									
USACE Project Match Fund 154.02	Transfer from Fund 154.00	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	
	Transfer from Strategic Reserve	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	USACE Project Match Balance	\$ 5,500,000	\$ 6,500,000	\$ 7,500,000	\$ 8,500,000	\$ 9,500,000	\$ 10,500,000	\$ 11,500,000	

* Includes Executive Director costs, PC Support costs, printing, mailing costs, reduced indirect costs

***Included the adjusted Capital project budget

** Includes the updated 2018 Opportunity Fund costs

-  Do you want to stay with 1% increase
-  Do you want to stay with a 15% allocation?
-  Do you want to stay with the 10% allocation?
-  Do you want to increase this amount? Leave it the same? Use funds from Strategic and Emergent Needs?
-  Are there projects we are unaware of? Do you still want to do this?
-  Do you want to keep this fund? Do you want to change it's name but still keep it for now?

Date: 5/9/2018

Contact: Kjris Lund, Executive Director (206) 612-8138

Anne-marie Marshall- Dody (253) 798-2494



**Pierce County Flood Control Zone District
USACE General Investigation Project list/ Rivers Flood Hazard Management Plan Crosswalk**

Projects in the GI	Is the project in the Pierce County Rivers Flood Hazard Management Plan?	Project number in the Pierce County Rivers Flood Hazard Management Plan	Estimated GI Project cost	2018 Pierce County estimated project cost
Lower Puyallup River				
Federal Authorized Levees	No		Not provided	
North Levee Road Setback Levee (Right Bank)	Yes	LP4 North Levee Road Setback Levee	Not provided	\$315,878,160
River Road Levee Floodwall (Left Bank Side)	No		Not provided	
River Road Extension (Left Bank Side)	Yes	LP6 Tiffany's Skate Inn/ Riverwalk Flood Wall	Not provided	\$5,055,633
Riverwalk Levee (Left Bank Side)	No		\$440,705,000	
Middle Puyallup River				
Highway 410 Setback Levee and Floodwall (Right Bank Side)	Yes	MP1 Rainier Manor/Riverwalk/ Rivergrove and SR-410 Flood Wall and Levee	\$8,639,000	\$12,358,215
Upper Puyallup River				
Jones Setback Levee (Right Bank Side)	No		\$18,794,000	
White River				
Sumner Commercial Setback Levee (Right Bank Side)	Yes	LW2 Lower White River Flood Protection	\$64,148,000	\$88,495,909

USACE General Investigation Study – Puyallup River Basin Feasibility Flood Risk Reduction Project Element Description Summary

1. Lower Puyallup River Project Element Features

A. Federal Authorized Levees (Left and Right Bank Side)

The existing Federal Authorized Levees (FAL) extend from River Miles (RM) 0.7 to RM 2.7 on the right bank and RM 0.7 to RM 2.9 on the left bank. This measure would raise a section of the existing left and right banks of the FAL along the lower Puyallup River. The authorized capacity of the Federal Levees is 50,000 cfs, which was intended to provide protection from floods up to 1% Annual Chance Exceedance (ACE) flow magnitude. This measure was evaluated and compared at a 0.5% ACE probability. The FAL right bank levee would be raised from RM 2.0 to 2.7, and the FAL left bank levee would be raised from RM 1.5 to 2.9. Segments of flood closure gates and flood walls would be integrated as applicable.

The feature measures would provide greater flood protection to the City of Tacoma and Port of Tacoma public infrastructure (roads, bridges, treatment plant, rail roads, etc.) including industrial and commercial development.

B. North Levee Road Setback Levee (Right Bank Side)

This measure would setback the existing North Levee Road levee on the right bank of the lower Puyallup River extending from RM 2.7 to the end of the North Levee Road at RM 8.1. The levee would be setback from RM 2.7 to RM 4.2 (Frank Albert Road) approximately 1,000 ft, from RM 4.2 to RM 6.0 approximately 80-100 ft, from RM 6.0 to RM 7.1 approximately 600 ft, and from RM 7.1 to RM 8.1, approximately 80-100 ft. The setback levee alignment would be approximately 32,000 linear feet with approximate levee heights ranging from 6 to 15 ft. The proposed levee modification would manage flood risks to residential, commercial and industrial properties by increasing conveyance capacity in the river.

The feature measure would provide base 1% ACE flood protection. Costs for flood protection levels greater than the 1% ACE would be Pierce County's responsibility. This measure would help to protect public infrastructure, BNSF Rail Road, residential (including single and multi-family), commercial and manufacturing development in the City of Fife.

C. River Road Levee Floodwall (Left Bank Side)

A new floodwall would be added along the River Road Levee on the left bank of the lower Puyallup River extending from RM 2.9 to RM 7.2. The floodwall height would range from 3-6 feet, with the average of approximately 5 feet, to provide protection for the 1% ACE flow magnitude.

The floodwall would reduce risks to the SR-167 transportation corridor, residential, commercial and industrial development in un-incorporated Pierce County and the City of Puyallup.

D. River Road Extension (Left Bank Side)

This new extension levee on the left bank of the lower Puyallup River would be from RM 7.2 to RM 8.6. The new extension levee would be 7,200 feet and would incorporate about 1,100 feet of the existing River Road Levee (SR 167). The levee height would vary between 8-13 feet. In areas where the levee is 8 feet tall, there would be about 3.5 of additional fill placed on the existing berm. Level of protection would be for the 1% ACE flow magnitude.

The levee extension would reduce flood risk to public infrastructure, residential and commercial development in the City of Puyallup.

E. Riverwalk Levee (Left Bank Side)

This new combination setback levee and flood wall on the left bank of the lower Puyallup River would be from RM 8.6 to RM 9.8. The setback levee would be about 6,800 feet. The levee height would vary between 8-15 feet. Level of protection would be for the 1% ACE flow magnitude. An existing landfill would need to be remediated and the lands certified as a “Clean Site”, prior to any work being done. Pierce County or the local sponsor will be responsible for remediation cleanup costs.

The levee extension would reduce flood risk to public infrastructure, residential and commercial development in the City of Puyallup.

Total estimated implementation cost for the Lower Puyallup River Project Element is \$440,705,000. The project has Benefit Cost Ratio (BCR) of 1.5

2. Middle Puyallup River Project Element Feature

A. Highway 410 Setback Levee and Floodwall (Right Bank Side)

This measure would add a combination of a new setback levee and new floodwall that would provide protection to the adjacent SR 410 and residential properties. Floodwalls are generally used where there are space limitations. The levee section is proposed between RM 10.7 – 11.0 and the floodwall would be located between RM 11.0 to 11.8. The height of the levee and floodwall would vary between 6-12 feet. The level of protection would be four feet below the 1% ACE flow magnitude. Costs to provide a greater level of protection (up to the 1% ACE flow magnitude) would be the responsibility of Pierce County.

The combination setback levee and floodwall would reduce the flood risk to public infrastructure (including SR 410), single family and multi-family residential development.

Total estimated implementation cost for the Middle Puyallup River Project Element is \$8,639,000. The project has a BCR of 2.0.

3. Upper Puyallup River Project Element Feature

A. Jones Setback Levee (Right Bank Side)

This new setback levee on the right bank of the upper Puyallup River would be from RM 21.3 to RM 22.58. The setback levee would be about 5,900 feet, with an average setback distance of 120 ft. The levee height would vary between 3-15 feet. Level of protection would be for the 1% ACE flow magnitude.

The setback levee would reduce flood risk to public infrastructure, residential and commercial development in the City of Orting.

Total estimated implementation cost for the Upper Puyallup River Project Element is \$18,794,000. The project has a BCR of 5.3.

4. White River Project Element Feature

A. Sumner Commercial Setback Levee (Right Bank Side)

This measure proposes new setback levee along the right bank of the White River to manage flood risks to public infrastructure, residential, commercial, and industrial development. The new levees would extend from RM 1.7 to RM 4.5. The setback levee would be about 5,300 feet with an average setback distance of about 50-ft. Levee height would vary between 8 – 15 ft. Level of protection would be the 1% ACE plus two feet of levee residual height.

Total estimated cost for the White River Project Element is \$64,148,000. The project has a BCR of 1.7.

Appendix D Regulatory and Legal Framework

	FEMA Minimums	2018 I-Codes (IBC & Appendix G, IMC, IPC, IFGC, IRC, and IEBC)	FEMA Model Ordinance	Fife	Orting	Pacific	Pierce County	Puyallup	South Prairie	Sumner
Floodplain Mapping										
Data Utilized	Effective FIS/FIRM, latest Letter of Map Change. Prelim DFIRM BFE when no previous BFE Established (44 CFR § 60.3)		Effective FIS/FIRM, latest Letter of Map Change. Prelim DFIRM BFE when no previous BFE Established (3.2_A, 3.3_F, 3.5).	X	X	See footnote (1)	X	X	X	X
Updated FEMA Maps				X	X		X	X	X	X
Best Available Science				X	X		X	X	X	X
Plan Review - Data Requirements	Require base flood elevation data for subdivision proposals or other developments greater than 50 lots or 5 acres (44 CFR § 60.3_b_3)	G104.2; G301.2 Subdivisions regardless of size	FEMA minimum and show Channel Migration & Riparian Habitat Zone for any development within 300' of stream or shoreline. (3.4_C_2), show 10-, 50-, 100-, and 500-year floods(4.2_A_3).	X	X	X	X	X	X	X
Floodway Regulations										
FEMA Floodway	No structure or fill in floodway: exception for zero rise. (44 CFR § 60.3_d_3)	1804.4.4(2); G103.5;G103.5.1; G401.1; G801.2 (Fences); G801.5 (pre-fab pools); G801.8 (road and watercourse crossings); R106.1.3; R301.2.4; R322.1 (per ASCE 24)		X	X	X	X	X	X	X
CMZ Floodway	Flood related erosion prone areas. If not provided by FEMA the Community shall obtain erosion data and new structures must be located out of hazard. (44 CFR § 60.5)	N/A	CMZ plus 50'				X			X
Deep and Fast Flowing Floodway							X	X		
Floodplain Regulations										
Relevant Code	44 CFR § 60.3		FEMA Region 10 Draft Model Ordinance Jan 2010	Chapter 15.40 & 17.09	Title 15, 14, 13, 12, 11	Title 23.40	Title 18, 18E, 18E.70	PMC 21.07	Chapters 15.16, & Ordinance 556-2017	Chapters 15.52,16.56 & 17.16.050)

(1) The areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled "The Flood Insurance Study for the City of Pacific" dated June 1980, with accompanying flood insurance maps is adopted by reference and declared to be a part of this chapter. The flood insurance study is on file at Pacific City Hall. (23.40.070). When base flood elevation data has not been provided in accordance with PMC 23.40.070, the director shall obtain, review, and reasonably utilize any base flood elevation data available from a federal, state, or other source (23.40.120_B).

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Subdivision of land	Require within flood-prone areas new and replacement water supply systems to be designed to minimize or eliminate infiltration of flood waters into the systems (44 CFR § 60.3_a_5)	G301.1 (subdivisions); G401.3; G401.4; R322.1.7; RP2602.2(1)	FEMA minimums and set aside lot(s) as open space from Regulatory Floodplain (5.1_B). No subdivision of land that creates a lot without buildable space out of Regulatory Floodplain if one exist on another lot (5.1_C).	X	X	X	X	X	X	X
Placement of Structures in Flood Fringe (excluding Critical Facilities)	Not specifically regulated	N/A	Must be outside floodplain where feasible (5.2_A_1) if no site exist must site on highest ground or area with least impact on habitat (5.2_A_2).				X	x		
Access	Not specifically regulated	N/A	Minimum of one access road elevated 1 ft above the BFE for each buildable lot(5.1_E). Access to Critical Facilities protected to 500-year flood elevation (5.4_B_2).				X	X	X	X
								Critical Facilities only	Critical Facilities only	Critical Facilities only
Substantial Damage/Improvement Threshold	50% market value before damage/improvement (44 CFR § 59.1)	N/A	FEMA minimum with totaled cumulatively over 10 years (Sec 2 - Definitions).	X	X	X	X	X	X	X
Zero Rise Analysis	Zero Rise in Floodway; In a regulatory floodway, prohibit any encroachment which would cause any increase in the base flood level unless hydrologic and hydraulic analyses prove that the proposed encroachment would not increase flood levels during the base flood discharge. (44 CFR § 60.3_d_3)	1804.4.4(2); G103.5;G103.5.1; G401.1; G801.2 (Fences); G801.5 (pre-fab pools); G801.8 (road and watercourse crossings); R106.1.3; R301.2.4; R322.1 (per ASCE 24)	FEMA Minimum (7.5)	X	X	X	x	N/A	X	X
Compensatory Storage	Not specifically regulated		Required; 1-to-1 replacement matching volume at 10-yr, 50-yr & 100yr flood elevations, prevent fish stranding & hydraulically connected (7.6).	X	X		X	X		X

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	FEMA Minimums	2018 I-Codes (IBC & Appendix G, IMC, IPC, IFGC, IRC, and IEBC)	FEMA Model Ordinance	Fife	Orting	Pacific	Pierce County	Puyallup	South Prairie	Sumner
Variances	(44 CFR § 60.6) Variances shall only be issued by a community upon (i) a showing of good and sufficient cause, (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances. Variances for development in the floodway shall not be allowed if there is any rise in BFE.	104.10.1;G105:R104.10.1; EB104.10.1	FEMA Minimum (4.9)	X	X		X	X	X	X
Elevation above BFE										
Single Family Residence - Lowest floor including basement	Require all new and substantially improved residential structures within A1-30, AH Zones have their Lowest floor (including basement) elevated to or above the BFE. (44 CFR § 60.3_c_2)	104.2.1; Dfn DFE;1612.1; 1612.5 (1.1);1804.4(1);R105.1;R105.3.1.1; R301.2.4;R322.1.5;R322.1.10;R322.2.1;R322.2.1(3);R408.7; EB:EB104.2.1 and by reference to 1612 and R322	FEMA Minimum plus Elevate 1 foot above BFE (3.3_D).	X	X	X	X	X	X	X
Commercial/Industrial - Lowest floor including basement	Built at or above BFE or dry flood proofed to BFE. (44 CFR § 60.3_c_3)	104.2.1;1612.1;1612.5(1.3) EB104.2.1	Built or Dry Flood proof to 1 ft above BFE (6.3)	X	X	X	X	X	X	X
Critical Facilities	Located out of 500 year floodplain when using federal funding. (44 CFR § 9.4 & § 206.226)	N/A	Located out of Regulatory Floodplain to extent possible, elevate to or above the higher of the 500-year or 3 ft. above the 100-year floodplain.	X	X	X	X	X	X	X

1
2
3
4
5
6 RESOLUTION NO. 2018-____
7
8

9 **A Resolution of the Pierce County Flood Control Zone District Board of**
10 **Supervisors, Adopting Rules for the Inspection and Copying**
11 **of District Public Records, and Repealing Resolution No.**
12 **2012-7.**
13

14 **Whereas**, the Public Records Act, Chapter 42.56 RCW, governs the inspection
15 and copying of District public records and requires the District to adopt rules relating to
16 inspection and copying of District public records; and
17

18 **Whereas**, Resolution No. 2012-7, adopted by the District Board of Supervisors
19 on July 11, 2012, established District rules for the inspection and copying of District
20 public records; and
21

22 **Whereas**, the Washington State Legislature recently amended the Public
23 Records Act; and
24

25 **Whereas**, by Interlocal Agreement between Pierce County and the District,
26 Pierce County, primarily through the Department of Planning and Public Works, carries
27 out the District's work program for flood and storm water control projects and activities;
28 and
29

30 **Whereas**, Chapter 2.04 of the Pierce County Code establishes rules for
31 inspection and copying of Pierce County public records; and
32

33 **Whereas**, many of the public records relating to the District's business and
34 operations are in the possession of Pierce County departments, and inspection and
35 copying of those public records are subject to Chapter 2.04 PCC; and
36

37 **Whereas**, the District Board of Supervisors desires to adopt Chapter 2.04 PCC,
38 with necessary modifications, as the District's rules for the inspection and copying of
39 District public records, so that Pierce County's and the District's rules relating to
40 inspection and copying of public records relating to District projects and activities are
41 similar and coordinated; Now, therefore
42

43 **BE IT RESOLVED by the Board of Supervisors of the Pierce County Flood**
44 **Control Zone District as follows:**
45

1 Section 1. Chapter 2.04 of the Pierce County Code, titled “Public Records
2 Inspection and Copying Procedures,” as now or hereafter amended, is adopted as if set
3 forth fully herein, with the following modifications:
4

5 A. General Modification. Throughout Chapter 2.04 of the Pierce County
6 Code, the terms “Pierce County” or “the County” shall means the “Pierce County Flood
7 Control Zone District” (District); the term “Pierce County Council” shall mean the “Board
8 of Supervisors” (Board); and references to Pierce County’s website shall refer to the
9 District’s website: <http://piercefloodcontrol.org/>.

10
11 B. 2.04.020 -- Records Officer. The public records officer for the District
12 (Records Officer) shall be the Clerk of the District Board of Supervisors or designee.
13 The Records Officer is located at 930 Tacoma Avenue South, Tacoma, WA, 98402 and
14 can be reached at (253) 798-7777 or by email at kkenned@co.pierce.wa.us.

15
16 C. 2.04.030 – Inspection of Public Records. The District public records
17 must be inspected at the office of the Records Officer, or such other place as is
18 determined by the Records Officer.

19
20 D. 2.04.030(B) – Records Index. RCW 42.56.070(3) requires each local
21 agency to maintain and make available for public inspection and copying a current index
22 providing identifying information as to many records issued, adopted, or promulgated by
23 the local agency, such as statements of policy and interpretations of policies,
24 administrative staff manuals and instructions to staff, planning policies and goals,
25 factual staff reports and studies, factual consultants’ reports and studies, and certain
26 correspondence and materials referred to therein, by and with the local agency. RCW
27 42.56.070(4) provides that a local agency need not maintain such an index if to do so
28 would be unduly burdensome. The District Board of Supervisors finds that maintaining
29 such a current index would be unduly burdensome because of limited District staff. The
30 District has only one employee, an Executive Director, and only one clerk, who is the
31 Clerk of the Pierce County Council and performs services for the District on an as
32 needed basis.

33
34 E. 2.04.030(D)(1) – Making a Request for Public Records. The District
35 does not maintain an online records request portal or have a standard request form.
36 Any person desiring to inspect or obtain copies of District public records must make the
37 request in writing, addressed to the Records Officer, and deliver it by U.S. mail or email
38 or in person to the Records Officer at the post office and email addresses listed in
39 Subsection 1(A) of this Resolution. All references to Pierce County’s web portal or
40 standard request form in Chapter 2.04 PCC shall be not apply with respect to the
41 District’s public records policies and procedures.

42
43 F. 2.04.030(E)(2) – Costs. The Board finds that calculating the actual
44 copying cost of providing public records would be unduly burdensome due to limited
45 District resources and staff, and therefore adopts the fee provisions found in RCW
46 42.56.120 and as further itemized in PCC 2.04.030(E)(2)(a) – (c).

1
2 G. 2.04.075 – Disposition of Funds. The requestor shall pay for copies of
3 records by cash, check, or money order, payable to the District.
4

5 H. 2.04.080(B) – Review of Denials of Public Records – Consideration of
6 Petition for Review. The term “Prosecuting Attorney” shall mean “District legal counsel.”
7

8 Section 2. Resolution No. 2012-7 is repealed.
9

10 **ADOPTED this _____ day of _____, 2018.**
11

12
13 ATTEST:

**PIERCE COUNTY FLOOD CONTROL
ZONE DISTRICT**
Pierce County, Washington

14
15
16
17 _____
18 Kate Kennedy, Clerk of the Board

_____ Rick Talbert, Board Chair

Chapter 2.04
PUBLIC RECORDS INSPECTION AND COPYING PROCEDURES Revised 6/15 Revised
2/18 Revised 3/18

Sections:

- 2.04.010 Authority and Purpose. Revised 2/18
- 2.04.020 Agency Description – Contact Information – Public Records Officer. Revised 6/15
Revised 2/18 Revised 3/18
- 2.04.030 Availability of Public Records. Revised 2/18
- 2.04.040 Processing of Public Records Requests – General. Revised 2/18
- 2.04.050 [Reserved] Revised 2/18
- 2.04.060 Exemptions. Revised 2/18
- 2.04.070 Payment for Public Records. Revised 2/18 Revised 3/18
- 2.04.075 Disposition of Funds. Revised 2/18 Revised 3/18
- 2.04.080 Review of Denials of Public Records. Revised 2/18
- 2.04.090 Access to Public Records Revised 2/18
- 2.04.100 General Duty and Disclaimer. Revised 2/18

2.04.010 Authority and Purpose. Revised 2/18

- A. Chapter 42.56 RCW, the Public Records Act ("act"), requires each agency to make available for inspection and copying nonexempt "public records" in accordance with published rules. The act defines "public records" to include any "writing containing information relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained" by the agency.
- B. The purpose of these rules is to establish the procedures Pierce County will follow in order to provide full access to public records. These rules provide information to persons wishing to request access to public records of Pierce County and establish processes for both requesters and Pierce County staff that are designed to best assist members of the public in obtaining such access. These rules have been written to incorporate best practices for compliance with the act and are based upon and organized according to Model Rules promulgated by the Attorney General of the State of Washington. They completely replace the former Chapter 2.04 PCC.
- C. The purpose of the act is to provide the public full access to information concerning the conduct of government, mindful of individuals' privacy rights, to protect public records from damage or disorganization and to prevent excessive interference with other essential functions of the agency. The act and these rules will be interpreted in favor of disclosure. In carrying out its responsibilities under the act, Pierce County will be guided by the provisions of the act describing its purposes and interpretation.
- D. All County departments, divisions, bureaus, boards, committees, commissions and officers are required to follow these procedures.

(Ord. 2017-61s2 § 1 (part), 2017; Ord. 2007-76s2 § 1 (part), 2007)

2.04.020 Agency Description – Contact Information – Public Records Officer. Revised 6/15 Revised 2/18 Revised 3/18

- A. Pierce County is a political subdivision of the State of Washington and an agency subject to the act. The officers, departments, bureaus, boards, committees, commissions, elected officials, and other agencies of the County are also agencies subject to the act, and any person wishing to request access to public records of Pierce County, any agency of Pierce County, or seeking assistance in making such a request shall contact the public records officer of the applicable agency. Records at the judiciary and court files may not be subject to the Public Records Act or to this Ordinance, at least to the extent set forth in Nast v. Michels, 107 Wn.2d 300 (1986) and Spokane & Eastern Lawyer v. Tompkins, 136 Wn.App. 616 (2007), and disclosure of such records may be subject to the common law and to applicable court rules and orders. These rules, therefore, do not address access to court records.
- B. Requests for access to public records shall be addressed to the Public Records Officer of the applicable County agency as set forth below:

Agency	Address
Assessor-Treasurer	Rm 142, 2401 S 35th St, Tacoma, WA 98409
Assigned Counsel Dept	949 Market St, Tacoma, WA 98402
Auditor	Rm 200, 2401 S 35th St, Tacoma, WA 98409
Board of Equalization	Rm 176, 2401 S 35th St, Tacoma, WA 98409
Civil Service Commission	901 Tacoma Ave S, Tacoma, WA 98402
Clerk of Superior Court	Rm 110, 930 Tacoma Ave S, Tacoma, WA 98402
Corrections Bureau (County Jail)	930 Tacoma Ave S, Tacoma, WA 98402
County Boards	Rm 737, 930 Tacoma Ave S, Tacoma, WA 98402
County Bureaus	Rm 737, 930 Tacoma Ave S, Tacoma, WA 98402
County Commissions	Rm 737, 930 Tacoma Ave S, Tacoma, WA 98402
County Council	Rm 1046, 930 Tacoma Ave S, Tacoma, WA 98402
County Executive	Rm 737, 930 Tacoma Ave S, Tacoma, WA 98402
Dept of Communications	Rm 737, 930 Tacoma Ave S, Tacoma, WA 98402
Economic Development Dept	Rm 720, 950 Pacific Ave S, Tacoma, WA 98402
Emergency Management Dept	2501 S 35th St, Tacoma, WA 98409
Facilities Mgmt Dept	Ste 302, 1102 Broadway, Tacoma, WA 98402

Family Justice Center – Crystal Judson	718 Court E, Tacoma, WA 98402
Finance Dept	Ste 100, 950 Fawcett Ave, Tacoma, WA 98402
Government Relations	Rm 1102, 930 Tacoma Ave S, Tacoma, WA 98402
Human Resources Dept	Ste 200, 950 Fawcett Ave, Tacoma, WA 98402
Human Services Dept	Ste 104, 1305 Tacoma Ave S, Tacoma, WA 98402
Information Technology Division	Ste 101, 1102 Broadway, Tacoma, WA 98402
Law Library	Rm 110, 930 Tacoma Ave S, Tacoma, WA 98402
Medical Examiner	3619 Pacific Ave S, Tacoma, WA 98418
Other County Boards	Rm 737, 930 Tacoma Ave S, Tacoma, WA 98402
Other County Bureaus	Rm 737, 930 Tacoma Ave S, Tacoma, WA 98402
Other County Commissions	Rm 737, 930 Tacoma Ave S, Tacoma, WA 98402
Parks & Recreation Services Dept	Ste 121, 9112 Lakewood Dr SW, Lakewood, WA 98499
Personnel Board	950 Fawcett Ave, Tacoma, WA 98402
Planning & Public Works Dept	Rm 175, 2401 S 35th St, Tacoma, WA 98409
Prosecuting Attorney	Ste 301, 955 Tacoma Avenue S, Tacoma, WA 98402
Risk Management	Ste 303, 955 Tacoma Ave S, Tacoma, WA 98402
Sheriff	930 Tacoma Ave S, Tacoma, WA 98402

- C. A list of name, address, telephone, and fax number of current public records officers for agencies of Pierce County will be posted on the County's website at: www.co.pierce.wa.us/2709/Public-Records-Officers-and-Forms. Copies of that list will be provided upon request by the public records officer for the County designated by the Pierce County Executive to be known as the Pierce County Public Records Ombudsperson, 955 Tacoma Ave S, Ste 302B, Tacoma, WA 98402.
- D. The applicable public records officer will oversee compliance with the act but another agency staff member may process the request. Therefore, these rules will refer to the public records officer "or designee." The public records officer or designee will provide the "fullest assistance" to requesters; ensure that public records are protected from damage or disorganization; and prevent fulfillment of public records requests from causing excessive interference with essential functions of Pierce County or its agencies.

(Ord. 2017-61s2 § 1 (part), 2017; Ord. 2017-12s § 2 (part), 2017; Ord. 2015-25s § 2 (part), 2015; Ord. 2007-76s2 § 1 (part), 2007)

2.04.030 Availability of Public Records. Revised 2/18

- A. **Hours for Inspection of Records.** Public records are available for inspection and copying during normal business hours of Pierce County and any of its applicable agencies, Monday through Friday, 8:30 a.m. to 4:30 p.m., excluding legal holidays. Records must be inspected at the offices of the public records officer or designee for Pierce County or its applicable agency set forth in PCC 2.04.020 or such other County office designed by the public records officer or designee.
- B. **Records Index.** The Pierce County Council finds that maintaining an index is unduly burdensome and would interfere with agency operations for Pierce County and its applicable agencies. The requirement would unduly burden or interfere with Pierce County operations and with that of its applicable agencies because Pierce County employs approximately 3,500 employees who generate hundreds of records on a daily basis that include final opinions and orders made in the adjudication of cases, statements of policy, interpretations of policy, administrative manuals, instructions to staff that affect members of the public, planning policies and goals, interim and final planning decisions, factual staff reports and studies, factual consultant's reports and studies, scientific reports and studies, factual information derived from tests, studies, reports, or surveys, and correspondence and materials referred to therein relating to regulatory, supervisory, or enforcement responsibilities. Virtually every County department would be required to devote several full-time employees exclusively to the task of collecting, reading, categorizing, indexing, and maintaining a current index of such records. In addition, the time required by other employees to ensure that the records were forwarded to the designated employees for indexing and communicating with the designated employee regarding the purposes of the records would be substantial. Because of the size of Pierce County, the volume and variety of such records and lack of available resources to devote to such an endeavor, creating an index would be unduly burdensome and would unduly interfere with agency operations.
- C. **Organization of Records.** Pierce County maintains its records in a reasonably organized manner. Pierce County and each of its agencies will take reasonable actions to protect records from damage and disorganization. A requester shall not take original records from Pierce County offices or that of its agencies. A variety of records is available on the Pierce County website at www.co.pierce.wa.us. Requesters are encouraged to view the documents available on the website prior to submitting a records request.
- D. **Making a Request for Public Records.**
 - 1. A record request must be addressed to the designated public records officer of the Pierce County agency that is the subject of the request and delivered by U.S. mail, email, fax or by use of the Pierce County public record request portal located at the following County website: www.co.pierce.wa.us/2711/Making-a-Public-Records-Request. Any person wishing to inspect or obtain copies of public records of any Pierce County agency should make the request in writing on Pierce County's standard request form. Requests to inspect or copy public records may be submitted in person at any County department during normal business hours of 8:30 a.m. to

- 4:30 p.m., Monday through Friday. Any and all email communications concerning a public record request shall be transmitted only to those County designated email addresses listed at the following website:
www.co.pierce.wa.us/DocumentCenter/View/64536. Electronic communications concerning a public record request transmitted to any other email address, to include the individual email account of any Pierce County employee, will be deemed invalid. A request for public records should be submitted in writing to the designated public records officer and include the following information:
- a. Legal name of requester;
 - b. Mailing address of requester;
 - c. Other requester contact information, including telephone number, fax number, and any email address;
 - d. Reasonable description of the records being requested, along with sufficient detail to permit the public records officer or designee to identify and locate the records;
 - e. The date and time of the request;
 - f. The name of the County department that is the subject of the request and the name of the public records officer designated for that department; and
 - g. Whether the requester seeks to inspect records or obtain copies.
2. Persons seeking public records or information available for inspection and copying from Pierce County may seek assistance from the Pierce County Public Records Ombudsperson. The Public Records Ombudsperson may facilitate identification of records which are available for disclosure and minimize unnecessary effort and cost to the County and to persons seeking available records. The applicable public records officer should provide an information copy of complex public records requests to the Public Records Ombudsperson.
 3. If the requester wishes to have copies of the records made, instead of simply inspecting them, he or she shall so indicate and make arrangements to pay for copies of the records or at least make a deposit of 10 percent of the cost of copying estimated by the public records officer or designee before copying will commence.
 4. If a request seeks records that would include a list of individuals, the requester will be required to provide a declaration under penalty of perjury certifying sufficient facts from which the public records officer or designee can reasonably determine that the records will not be used for any commercial purpose (profit-expecting activity) as prohibited by RCW 42.56.070(9) unless specifically authorized by other law. The public records officer is authorized to conduct research to confirm whether the request is for commercial purposes.
 5. Persons requesting public records for which other laws limit or prohibit disclosure to a particular class of persons or for limited purposes will be required to provide a declaration under penalty of perjury certifying sufficient facts from which the public records officer or designee can reasonably determine that the legal requirements for disclosure of such records to the requester have been met. Where access to a record is limited by law to a specific class of persons such as the individual who is the subject

of the record, a County agency may require the requester to appear in person and provide government issued identification prior to inspection or copying. The agency may copy the identification and retain it in the record response file.

6. Records available in electronic format that do not require redaction may be provided to a requester in native format unless the requester specifically asks that they be provided in paper or other form. When requested and deemed by the County to be reasonably translatable, electronic records may be converted from one format to another electronic format subject to the customized access service provisions and charges authorized under subsection E.8 of this Section.

E. Costs.

1. There is no cost to inspect a public record.
2. The Pierce County Council finds that calculating the actual copying cost of public records for each County agency would be unduly burdensome due to a multitude of factors including differentials in compensation among public records officers across County agencies as well as periodic personnel changes within agencies that could affect accurate assessments of actual costs. Pierce County therefore adopts the fee provisions found in RCW 42.56.120 as follows:
 - a. The cost for photocopies of public records, printed copies of electronic public records, or for the permitted use of any agency equipment to photocopy a public record, is fifteen cents per page.
 - b. The cost to scan a public record into an electronic format or for the permitted use of agency equipment to scan a record into an electronic format is ten cents per page.
 - c. An agency may charge for the actual cost of any agency provided digital storage media or device (e.g., CD, DVD, thumb drive, etc.), the actual cost of any container or envelope used to mail any copies to a requester, and the actual costs of postage or other delivery charge incurred by the agency.
3. Any costs authorized in this subsection may be combined to the extent that more than one type of charge applies to copies produced in response to a particular request.
4. Any County agency may adopt and impose a statement of actual costs for providing photocopies and or electronic copies of records after providing notice and a public hearing. Any statement of actual costs adopted after notice and a public hearing shall be published by the County agency.
5. As an alternative to any other charge, a County agency may elect to charge a flat fee of up to two dollars for any request when the agency reasonably estimates and documents that the costs would equal or exceed two dollars in charges otherwise authorized under this subsection. For purposes of installment production, no additional flat fee shall be charged for any installment after the first installment. No other additional fees may be charged if this option is exercised.
6. Upon the request of a person seeking copies of public records, a County agency shall provide a summary of the applicable charges before any copies are made. A requester may revise a request to reduce the number of copies to be made and reduce applicable charges.

7. Copy charges should not be imposed for access to or downloading of records that a County agency routinely posts on its public internet website prior to receipt of a request unless the requester asks for copies of such records through other means.
8. In addition to other authorized charges, a customized service charge no greater than the actual cost may be imposed if a request requires use of information technology expertise to either prepare data compilations or provide customized electronic access services when such compilations and customized access services are not used by the agency for other agency purposes. The agency will provide the requester prior notice of any customized service charge and include a description of the specific expertise, a reasonable cost estimate, and an advisement that the requester may amend the request to avoid or reduce the cost of any customized service charge. The agency may require a deposit of up to ten percent of the estimated customized service charge and also produce customized service records on an installment basis.
9. Any County agency may enter into any contract, memorandum of understanding, or other agreement with a requester that provides an alternative fee arrangement to the charges otherwise authorized under this chapter, or in response to a voluminous or frequently occurring request. The terms of such an agreement will supersede any other applicable provisions of this Chapter.
10. Charges Required by Other Statutes. If a different charge for copies or certification is required to be collected by a statute other than the Public Records Act, such as RCW 36.18, RCW 46.52.085 or RCW 10.97.100, the provisions of that statute shall govern.

(Ord. 2017-61s2 § 1 (part), 2017; Ord. 2007-76s2 § 1 (part), 2007)

2.04.040 Processing of Public Records Requests – General. Revised 2/18

- A. **Providing "Fullest Assistance."** Pierce County and each of its agencies is charged by statute with adopting rules which provide for how it will "provide full access to public records," "protect records from damage or disorganization," "prevent excessive interference with other essential functions of the agency," provide "fullest assistance" to requesters, and provide the "most timely possible action" on public records requests. The public records officer or designee will process requests in the order allowing the most requests to be processed in the most efficient manner. Public records shall be made available without disrupting essential functions of the offices.
- B. **Acknowledging Receipt of Request.** Within five business days of receipt of the request, the public records officer will do one or more of the following:
 1. Make the records available for inspection or provide copies as requested;
 2. Provide an internet address and link on a County website to the specific record requested, except that if the requester notifies the agency that he or she cannot access the record through the internet, then the agency must provide copies of the records or make them available for inspection;
 3. Acknowledge receipt of the request and provide, in writing, a reasonable estimate of time required to respond to the request. The public records officer or designee may revise the estimate of time as circumstances warrant;

4. Acknowledge receipt of the request and request clarification if the request is unclear in whole or in part, and provide to the greatest extent possible a reasonable estimate of the time required to respond in the absence of further clarification by the requester. Such clarification may be requested and provided by telephone, but it is desirable to confirm such clarifications in writing. If no clarification is provided by the requester, the agency will respond to any portions of the request that are clear; or
 5. Deny the request, in whole or in part.
- C. **Consequences of Failure to Respond.** If the County or its applicable agency does not respond in writing within five business days of receipt of the request for disclosure, the requester should contact the public records officer to determine the reason for the failure to respond.
- D. **Protecting Rights of Others.** In the event that the requested records contain information that may affect rights of others and may be exempt from disclosure, the public records officer or designee may, prior to providing the records, give notice to such others whose rights may be affected by the disclosure. Such notice should be given so as to make it possible for those other persons to contact the requester and ask him or her to revise the request or, if necessary, to seek an order from a court to prevent or limit the disclosure. The notice to the affected persons will include a copy of the request.
- E. **Records Exempt or Prohibited from Disclosure.** Some records are exempt from or are prohibited from disclosure by law, in whole or in part. If Pierce County or its applicable agency believes that a record is exempt from or prohibited from disclosure and should be withheld, the public records officer or designee will state the specific exemption or prohibition under which the record or a portion of the record is being withheld. If only a portion of a record is exempt or prohibited from disclosure but the remainder is not exempt or prohibited, the public records officer will redact the exempt or prohibited portions, provide the nonexempt portions, and indicate to the requester why portions of the record are being redacted.
- F. **Inspection of Records.**
1. Consistent with other demands, Pierce County or its applicable agency shall promptly provide space to inspect public records. No member of the public may remove a document from the viewing area or disassemble or alter any document. The requester shall indicate which documents he or she wishes the agency to copy.
 2. The requester must claim or review the assembled records within 30 days of the County's or its applicable agency's notification to him or her that the records are available for inspection or copying. The agency will notify the requester in writing of this requirement and inform the requester that he or she should contact the agency to make arrangements to claim or review the records. If the requester or a representative of the requester fails to claim or review the records within the 30-day period or make other arrangements satisfactory to the County or its applicable agency, the County or its applicable agency may close the request and refile the assembled records. Other public records requests can be processed ahead of a subsequent request by the same person for the same or similar records, which can be

- processed as a new request.
- G. **Providing Copies of Records.** After inspection is complete, the public records officer or designee shall make any requested copies or arrange for copying upon a deposit of at least 10 percent of the estimated cost of copying. A requester who seeks to pick up copies by appearing in person at a County agency must make prior contact with the designated public records officer and arrange for a specific time to pick up the records.
 - H. **Providing Records in Installments.** When the request is for a large number of records, the public records officer or designee will provide access for inspection and copying in installments, if he or she reasonably determines that it would be practical to provide the records in that way. If, within 30 days, the requester fails to inspect the entire set of records or one or more of the installments after being made available, or to pay the balance of the cost of copying of records copied or those copied in an installment, the public records officer or designee may stop searching for and/or compiling any remaining records and close the request. If a requester fails to retrieve records made available through a County web portal or file transfer protocol service after receiving notice of the availability of the records, the County agency may stop providing further installments of records and close out the request.
 - I. **Completion of Inspection.** When the inspection of the requested records is complete and all requested copies are provided, the public records officer or designee will indicate that Pierce County or its applicable agency has completed a diligent search for the requested records and made any located non-exempt records available for inspection.
 - J. **Closing Withdrawn or Abandoned Request.** When the requester either withdraws the request or fails to fulfill his or her obligations to inspect the records, retrieve the records, or pay the deposit or any installment payment due for the requested copies, the public records officer may close the request. The public records officer may attempt to contact the requester and advise that Pierce County or its applicable agency has closed the request. Such an advisement is not necessary when a requester has been previously notified that inaction will result in closing of the request. Subsequent copies requested may not be made until the requester has paid any unpaid bill for copying services requested by the requester, whether or not the copies previously made have been retained for the requester or destroyed when the previous bill remained unpaid for more than 30 days after notice mailed to the requester.
 - K. **Later Discovered Documents.** If, after Pierce County or its applicable agency has informed the requester that it has provided all available records, Pierce County or its applicable agency becomes aware of additional responsive documents existing at the time of the request, it will promptly inform the requester of the additional documents and provide them on an expedited basis.
 - L. **Protection of Records and Functions.**
 - 1. Public records shall be made available without disrupting essential functions of the offices. Any County employee who believes that response to public records requests will excessively interfere with other essential agency functions shall consult with his or her supervisor.

2. An agency may follow a reasonable schedule regarding retrieval of a record from an off-premises storage site so that no more than one trip per week to the remote site is required.
3. With regard to copying, prearrangement is recommended so that it can be accommodated within the work schedule. Copies shall be made only by a staff member. The precise time must remain flexible and will depend upon the work schedule for that day.
4. With regard to video or audio recordings, prior arrangements must be made for review. A staff member will be assigned to operate the County recording equipment necessary to either listen to or rerecord the original recording tape to protect originals. The public records officer may limit the maximum time allowed during any working day for supervised review to avoid excessive interference with the agency's other essential functions. If the agency is able to provide access which excludes the requester from access to original records which might be damaged or disorganized and from access to originals or copies prohibited or exempt from disclosure, additional time may be made available.
5. Review of other original records shall be done only in the immediate presence of and under the supervision of a County employee responsible for protecting the originals against damage, alteration, or disorganization by the requester. The public records officer may limit the maximum time allowed during any working day for supervised review to avoid excessive interference with the agency's other essential functions. When the time needed for this purpose exceeds two hours, time periods on a future day or days may be assigned. If the agency is able to provide access which excludes the requester from access to original records which might be damaged or disorganized and from access to originals or copies prohibited or exempt from disclosure, additional time may be made available.

(Ord. 2017-61s2 § 1 (part), 2017; Ord. 2007-76s2 § 1 (part), 2007)

2.04.050 [Reserved] Revised 2/18

(Ord. 2017-61s2 § 1 (part), 2017; Ord. 2007-76s2 § 1 (part), 2007)

2.04.060 Exemptions. Revised 2/18

The Public Records Act provides that a number of types of documents are exempt from public inspection and copying. In addition, documents are exempt from disclosure if any "other statute" exempts or prohibits disclosure. Exemptions outside the Public Records Act that restrict the availability of some documents held by Pierce County or its applicable agencies for inspection and copying include, but are not limited to, those set forth for counties and municipalities in the most recent list of other such statutes posted on the website of the Municipal Research Service Center, which is presently www.mrsc.org/Home/Explore-Topics/Legal/Open-Government/Public-records-Act.aspx, and which is incorporated herein by reference. The list is available for inspection and copying from the applicable public records officer. A list of applicable exemptions may also be found in the Public Records Act Deskbook, published by the Washington State Bar Association.

Pierce County and its agencies are prohibited by statute from disclosing lists of individuals for commercial purposes.

(Ord. 2017-61s2 § 1 (part), 2017; Ord. 2007-76s2 § 1 (part), 2007)

2.04.070 Payment for Public Records. Revised 2/18 Revised 3/18

- A. **Payment.** Payment may be made by any approved payment method. Personal checks will not be accepted as a method of payment. Cashier checks or money orders shall be made payable to Pierce County.
- B. **Waiver of Payment.** Pierce County or its applicable agency may waive the cost of record production if the cost is less than the cost of processing payment as determined by the Director of Finance.

(Ord. 2017-61s2 § 1 (part), 2017; Ord. 2017-12s § 2 (part), 2017; Ord. 2007-76s2 § 1 (part), 2007)

2.04.075 Disposition of Funds. Revised 2/18 Revised 3/18

Money received for copies shall be receipted and deposited as set forth in Cashiering Procedures promulgated by the Department of Finance. (Ord. 2017-61s2 § 1 (part), 2017; Ord. 2017-12s § 2 (part), 2017; Ord. 2007-76s2 § 1 (part), 2007)

2.04.080 Review of Denials of Public Records. Revised 2/18

- A. **Petition for Internal Administrative Review of Denial of Access.** Any person who objects to the initial denial or partial denial of a records request may petition in writing to the public records officer or designee for a review of that decision. The petition shall include a copy of or reasonably identify the written statement by the public records officer or designee denying the request.
- B. **Consideration of Petition for Review.** The public records officer or designee shall promptly provide the petition and any other relevant information to the public records officer's supervisor or other officials designated by the agency to conduct the review, who shall immediately consult with the Prosecuting Attorney before action on the petition. That person will immediately consider the petition and either affirm or reverse the denial within two business days following the agency's receipt of the petition, or within such other time as is mutually agreeable to Pierce County and the requester.
- C. **Judicial Review.** Any person may obtain judicial review of a public records request denial pursuant to RCW 42.56.550 at the conclusion of two business days following the initial denial regardless of any internal administrative appeal.

(Ord. 2017-61s2 § 1 (part), 2017; Ord. 2007-76s2 § 1 (part), 2007)

2.04.090 Access to Public Records. Revised 2/18

The providing of public records shall be governed by the following procedures: With regard to audio or video recordings, prior arrangements must be made with the designated public records officer to listen to or copy a recording. A staff member will be assigned to operate the County recording equipment necessary to either listen to or rerecord any original. Time constraints for this purpose may be imposed to avoid undue disruption of agency functions.

(Ord. 2017-61s2 § 1 (part), 2017; Ord. 2007-76s2 § 1 (part), 2007)

2.04.100 General Duty and Disclaimer. Revised 2/18

This Chapter is not intended to create, otherwise establish, or designate any particular class or group of persons who will or should be specially protected or benefited by its terms. It is the specific intent of this Chapter that none of its provisions are intended to impose any duty whatsoever upon the County, its elected officials, or employees. Nothing contained in this Chapter is intended, nor shall it be otherwise construed, to form the basis of any liability on the part of the County, its elected officials, employees, or agents, for any act, omission, injury or damage. This chapter is not intended to expand or restrict the rights of disclosure or privacy as they exist under State and Federal law. Despite the use of any mandatory terms in this Chapter such as "shall" or "will," nothing in this Chapter is intended to impose any mandatory duties upon the County beyond those imposed by State and Federal law. (Ord. 2017-61s2 § 1 (part), 2017)

1
2
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4
5
6 RESOLUTION NO. 2018-____
7
8

9 **A Resolution of the Pierce County Flood Control Zone District Board of**
10 **Supervisors, Adopting A Procedure and Rules for Service**
11 **Contracts.**
12

13 **Whereas**, the District Board of Supervisors desires to adopt a procedure and
14 rules for service contracts; and
15

16 **Whereas**, Section 2.106.050 of the Pierce County Code establishes a procedure
17 and rules for service contracts, which the District Board of Supervisors desires to adopt,
18 with necessary modifications, as the District’s procedure and rules for service contracts;
19 now, therefore
20

21 **BE IT RESOLVED by the Board of Supervisors of the Pierce County Flood**
22 **Control Zone District as follows:**
23

24 Section 1. Section 2.106.050 of the Pierce County Code, titled “Procedure for
25 Solicitation and Purchase of Service Contracts,” as now or hereafter amended, is
26 adopted as if set forth fully herein, with the following modifications:
27

28 A. General Modifications. Throughout Section 2.106.050 of the Pierce
29 County Code, the term “Agent,” which is defined in PCC 2.106.030 as “Pierce County
30 Purchasing Agent” or “Executive,” shall mean the “Pierce County Flood Control Zone
31 District Executive Committee” (Executive Committee); the terms “Pierce County” and
32 “the County,” shall mean the “Pierce County Flood Control Zone District” (District); and
33 the term “Pierce County Council” shall mean the “Board of Supervisors” (Board).
34

35 B. Subsection A. Instead of annually, the Executive Committee may
36 determine the District’s anticipated requirements for any category or type of service bi-
37 annually. The Executive Committee’s determination can be ongoing or one-time only.
38 The Executive Committee or its designee shall publish additional announcements for
39 previously unpublished services.
40

41 C. Subsections B, C and D. If the Executive Committee determines the
42 District’s anticipated requirements bi-annually, the service contract approved and
43 entered into after such bi-annual process may be for a term of up to two years, and the
44 dollar limits for the categories of service contracts in Subsections B, C and D shall be
45 doubled. The Executive Committee or designee shall evaluate statements of interested
46 firms, conduct discussions with such firms, develop criteria, contact interest firms, rank

1 submitted proposals, negotiate service contracts, develop specifications, and advertise
2 request for proposals. Only the Board may approve and enter into a service contract.

3
4 D. Subsections F and G. Subsection F, relating to exceptions to the
5 competitive solicitation provisions, and Subsection G, relating to Council service
6 contracts, are deleted.

7
8 **ADOPTED this _____ day of _____, 2018.**

9
10
11 ATTEST:

**PIERCE COUNTY FLOOD CONTROL
ZONE DISTRICT**
Pierce County, Washington

12
13
14
15 _____
16 Kate Kennedy, Clerk of the Board

Rick Talbert, Board Chair

Chapter 2.106

PURCHASING Revised 6/15 Revised 2/18 Revised 3/18

2.106.50 Procedure for Solicitation and Purchase of Service Contracts. Revised 2/18

- A. Annually, the Agent shall determine the County's anticipated requirements for any category or type of service and shall publish an announcement of these requirements. If the County later requires any further, previously unpublished services, it shall publish additional announcements on each occasion when such services are required. All such publications shall include a request that firms interested in providing those services to the County submit a statement of qualifications and performance data to be placed on file.
- B. Prior to entering into a service contract for an amount of \$5,000.00 or greater, the requesting department or the Agent, when appropriate, shall evaluate all statements on file, together with those that may be submitted by other firms and shall conduct discussions with one or more firms regarding anticipated concepts and the relative utility of alternative methods of approach. Written criteria shall then be developed in consultation with the requesting department, which will be used to determine which firm to recommend for contract award. Such criteria may include the following:
 1. Quality of past performance;
 2. Known and documented expertise;
 3. Documentation, as required, and demonstration of financial capability to perform required work;
 4. Cost of performance, where appropriate.
- C. Prior to entering into service contracts between \$5,000.00 and \$25,000.00, at least three vendors, if possible, shall be contacted and provided with the scope of work, including the project description, with responses being submitted, either in writing or by phone. The requesting department or the Agent, when appropriate, shall rank the proposals submitted based on the criteria set forth in subsection B. of this Section and shall award to the vendor best meeting the needs of the County. In the event that a satisfactory contract cannot be negotiated with the highest ranked contractor, the requesting Department or Agent shall then begin negotiations with the next highest ranked contractor.
- D. Prior to entering into service contracts exceeding \$25,000.00, the Executive or designee, or Council as set forth in subsection G. of this Section, shall:
 1. Develop specifications with a project description in the form of a Request for Proposal in concert with the requesting County department;
 2. Publicly advertise the Request for Proposals and include the name of a contact person from whom the project specifications shall be available;
 3. Rank the proposals submitted based on the criteria set forth in subsection B. of this Section and award the contract in a manner that is in the best interest of the County; provided, that in the event the County fails to negotiate satisfactory terms with the highest ranked proposed contractor, the Executive shall then begin negotiations with the next highest ranked contractor;
- E. The selection of a Vendor for Architectural and Engineering services may be accomplished by following the procedures set forth by State law Chapter RCW 39.80 RCW.
- F. Exceptions to the competitive solicitation provisions of this Section:
 1. Services of Special Deputy Prosecuting Attorneys.

2. Services of attorney(s) appointed pursuant to legal mandate by the Courts or the Department of Assigned Counsel.
 3. Services (e.g., professional, forensic, technical, consultant) deemed necessary by the Courts or the Department of Assigned Counsel to provide effective assistance of counsel and services deemed necessary by the Prosecuting Attorney to provide effective legal representation.
 4. Appointment of service providers whose selection is solely within the discretion of the Courts.
- G. Council Service Contracts. The Pierce County Council shall follow the procedures in this Chapter when contracting for services to support the duties and functions of the Office of the Pierce County Council. The Chair of the Council, or designee, shall be authorized to enter into contracts and contract modifications for such services when approved by the Rules and Operations Committee. Council service contracts shall be funded from appropriations for the Office of the Pierce County Council or Special Projects. Special Projects appropriations for Council service contracts shall be designated through an appropriation Ordinance.

The Executive or designee shall have the authority to modify service contracts to accomplish the original scope of services rendered to the County when it is deemed to be in the best interest of Pierce County; provided, the Executive or designee shall make a quarterly report to the Council's Rules and Operations Committee regarding all instances where additional compensation paid to the vendor exceeded 50 percent of the original contract amount and the original contract amount was \$5,000.00 or greater.

(Ord. 2017-61s2 § 5 (part), 2017; Ord. 2008-65 § 1 (part), 2008; Ord. 94-114S § 1 (part), 1995; Ord. 88-20 § 2, 1988; Ord. 81-108 § 1, 1982; Ord. 81-70 § 1 (part), 1981; Ord. 81-31 § 2 (part), 1981; prior Code § 2.04.050)

6 RESOLUTION NO. 2018-
7
8

9 **A Resolution of the Pierce County Flood Control Zone District approving an**
10 **interlocal agreement with Pierce County regarding support**
11 **services, and repealing Resolution No. 2013-1.**
12
13

14 **Whereas**, the County Council formed the Pierce County Flood Control Zone
15 District by passing Ordinance 2011-95s on April 3, 2012; and
16

17 **Whereas**, in accordance with state law, the County Council acts ex officio as the
18 Board of Supervisors of the District, a county engineer administers the affairs of the
19 District, and the county treasurer acts as the District's treasurer; and
20

21 **Whereas**, the District desires to carry out flood and stormwater control services
22 throughout the County as efficiently and effectively as possible; and
23

24 **Whereas**, the District is authorized under RCW 86.15.080(8) to enter into
25 cooperative agreements with other governments, such as the County, to carry out the
26 flood and stormwater control mission of Chapter 86.15 RCW; and
27

28 **Whereas**, the County has the expertise, resources and infrastructure necessary
29 to support the District in its development and implementation of an annual District
30 budget and work plan; and
31

32 **Whereas**, the County has provided flood and stormwater control services to the
33 citizens of the County since its formation as a county and has developed an extensive
34 expertise in providing flood and stormwater control services; and
35

36 **Whereas**, the County can assist the District in efficiently and effectively carrying
37 out the District's mission to provide flood and stormwater control services for the people
38 of the County; and
39

40 **Whereas**, a cooperative agreement between the County and the District will
41 benefit each Party and is both authorized by state law and of importance to the health,
42 safety and property of the citizens of the County; and
43

44 **Whereas**, the District and the County are each authorized to enter into a
45 cooperative agreement pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act)
46 and RCW 86.15.095; and
47

1 **Whereas**, on December 10, 2012, the Board of Supervisors of the District
2 adopted Resolution No. 2012-14, which approved the “Interlocal Agreement Between
3 Pierce County and the Pierce County Flood Control Zone District Regarding Support
4 Services” (“County/District Interlocal Agreement”); and

5
6 **Whereas**, on February 5, 2013, the Pierce County Council adopted Resolution
7 No. R2013-5s, which approved the County/District Interlocal Agreement, with a
8 modification to Section 3.8 of that Agreement; and

9
10 **Whereas**, on June 5, 2013, the Board of Supervisors of the District adopted
11 Resolution No. 2013-1, which approved the “Interlocal Agreement Between Pierce
12 County and the Pierce County Flood Control Zone District Regarding Support Services”
13 (“County/District Interlocal Agreement”) and repealed Resolution 2012-14; and

14
15 **Whereas**, the District Executive Committee reviewed the “Interlocal Agreement
16 Between Pierce County and the Pierce County Flood Control Zone District Regarding
17 Support Services” at their meetings in February, April, and May of 2018 and worked
18 with staff from Pierce County to identify areas of the County/District Interlocal
19 Agreement that would benefit from clarifications and updates to conform with new
20 information, and is recommending the “Interlocal Agreement Between Pierce County
21 and the Pierce County Flood Control Zone District Regarding Support Services,” which
22 is attached as Exhibit A to this Resolution, **Now, therefore**

23
24 **BE IT RESOLVED by the Board of Supervisors of the Pierce County Flood**
25 **Control Zone District as follows:**

26
27 Section 1. The Chair of the Board is authorized to sign the “Interlocal Agreement
28 Between Pierce County and the Pierce County Flood Control Zone District Regarding
29 Support Services,” Exhibit A to this Resolution.

30
31 Section 2. Resolution No. 2013-1 is repealed.

32
33
34 **ADOPTED this _____ day of _____, 2018.**

35
36
37
38 ATTEST:

39 **PIERCE COUNTY FLOOD CONTROL**
40 **ZONE DISTRICT**
41 Pierce County, Washington

42
43 _____
44 Kate Kennedy, Clerk of the Board

45 _____
46 Board Chair

**INTERLOCAL AGREEMENT BETWEEN PIERCE COUNTY AND THE
PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT
REGARDING SUPPORT SERVICES**

This Agreement is hereby entered into by Pierce County, a home rule charter County in the State of Washington ("County"), and the Pierce County Flood Control Zone District, a quasi-municipal corporation of the State of Washington ("District") (the "Parties" or when singular, the "Party") and shall be effective upon execution by Pierce County and the District.

WHEREAS, the County Council formed the District by passing Ordinance 2011-95s on April 3, 2012; and

WHEREAS, in accordance with state law, the County Council acts ex officio as the Board of Supervisors of the District, the county engineer administers the affairs of the District, and the county treasurer acts as the District's treasurer; and

WHEREAS, the District desires to carry out flood and stormwater control services throughout the County as efficiently and effectively as possible; and

WHEREAS, the District is authorized under RCW 86.15.080(8) to enter into cooperative agreements with other governments, such as the County, to carry out the flood and stormwater control mission of Chapter 86.15 RCW; and

WHEREAS, the County has the expertise, resources and infrastructure necessary to support the District in its development and implementation of an annual District budget and work plan; and

WHEREAS, the County has provided flood and stormwater control services to the citizens of the County since its formation as a county and has developed an extensive expertise in providing flood and stormwater control services; and

WHEREAS, the County can assist the District in efficiently and effectively carrying out the District's mission to provide flood and stormwater control services for the people of the County; and

WHEREAS, a cooperative Agreement between the County and the District will benefit each Party and is both authorized by state law and of importance to the health, safety and property of the citizens of the County; and

WHEREAS, the District and the County are each authorized to enter into this Agreement pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act) and RCW 86.15.095;

NOW, THEREFORE, the Parties agree as follows:

- Purpose and Scope of the Agreement.

1 1.1 The purpose of this Agreement is to provide the terms and conditions
2 under which the County and the District will cooperate to combine their respective
3 financial resources and technical and administrative expertise to effectively and
4 efficiently provide flood and stormwater control services to the people of the County.

5
6 1.2 The cooperative flood and stormwater control program entered into
7 pursuant to this Agreement will be funded by District revenues, and will be established
8 by the District's annual budget and annual work plan, as approved by resolution of the
9 District's Board of Supervisors.

10
11 2. Definitions.

12
13 2.1 "Administrative overhead costs" shall mean each employee providing
14 services benefits from agency, department and divisional overhead that allows for the
15 services to be performed such as location, communications, information technology,
16 leadership, rent, office supplies, telephone bills, workspace, and utilities. Overhead
17 rates have been determined based on centralized service and departmental cost pool
18 expenses applied to each fund based on a distribution methodology.

19
20 2.2 "Annual budget" means the District annual budget that is adopted by the
21 Board of Supervisors, which per RCW 86.15.140 must be divided into the following
22 appropriation items: (1) overhead and administration; (2) maintenance and operation;
23 (3) construction and improvements; and (4) bond retirement and interest. The annual
24 budget must be adopted at the same time as the Pierce County budget. In preparing the
25 annual budget, the Board of Supervisors shall show the total amount to be expended in
26 each appropriation item and the proportionate share of each appropriation item to be
27 paid from each District account, and shall for the appropriation item of construction and
28 improvement list each flood control improvement or stormwater control improvement
29 and the estimated expenditure to be made for each.

30
31 2.3 "Annual work plan" means the plan adopted by the Board of Supervisors as
32 part of the annual budget, which shall describe the tasks to be performed and the
33 respective roles and responsibilities of the County and the District for each task.

34
35 2.4 "Comprehensive plan of development" means a plan for flood control or
36 stormwater control that has been prepared for the river, stream, or water course upon
37 which District funded improvements will be extended, enlarged, acquired or constructed,
38 pursuant to the requirements of RCW 86.15.110. District funded improvements must
39 generally contribute to the objectives of the comprehensive plan of development.

40
41 2.5 "Direct costs" means a cost that can be related directly to a work product,
42 function, or service.

43
44 2.6 "Indirect costs" means that the cost of certain administrative activities
45 provided by the General Fund is distributed based on the County's Central Services
46 Cost Allocation Plan. The major activities or costs which are allocated include Finance
47 Department, Executive Administration, Prosecuting Attorney and Legislative

1 Administration. The IT Financial and Human Resources Systems Allocation distributes
2 costs related to the operation, support, and enhancement of countywide financial and
3 human resources related IT systems. County funds are charged a portion of financial/
4 and human resources costs assembled by Finance and Performance Management.
5 Fifteen percent (15%) of the IT Enterprise Allocation is included in this allocation to
6 distribute costs to funds that do not directly consume IT resources but indirectly benefit
7 from these services. The cost of auditing county-wide systems is allocated to
8 departments based upon their share of total prior year expenditures. Certain
9 departmental audit costs are allocated to specific departments based upon an estimate
10 provided by the State Auditor. The amount shown in the schedule is an estimate. Actual
11 costs are billed as incurred. Departments should budget the amount shown in the
12 schedule unless a different number can be justified.

13
14 3. Administration.

15
16 3.1 The Pierce County Executive shall appoint the “county engineer,” as
17 provided for in RCW 85.15.060 (“County Engineer”), to be responsible for the
18 performance and oversight of the County services under this Agreement (“County
19 Services”). On the Effective Date, the Pierce County Executive has appointed the
20 Deputy Director of the Department of Planning and Public Works as the County
21 Engineer.

22
23 3.2 The County Engineer may delegate the responsibility for the
24 administration and implementation of the County Services to a subordinate position.
25 The subordinate position shall be designated and referred to as the “County
26 Administrator.” On the Effective Date, the County Engineer has delegated such
27 responsibility to the Assistant County Engineer. The County Engineer shall give the
28 District at least sixty (60) days advance notice of a change in the subordinate position.
29 The Parties agree that the County Engineer’s delegation of such responsibility to the
30 Assistant County Engineer, or any other subordinate position, shall not relieve the
31 County Engineer of the responsibility for oversight of the County Services, unless
32 agreed otherwise by the Pierce County Executive and the Chair or Vice Chair of the
33 Board of Supervisors.

34
35 3.3 A District Executive Director, who shall be appointed by and report to the
36 Board of Supervisors, shall administer and perform the duties and responsibilities of the
37 District under this Agreement, and shall oversee the County Services under this
38 Agreement.

39
40 3.4 The Chair of the Board of Supervisors or designee and the County
41 Engineer or designee shall adopt standard operating policies and procedures for
42 administration and implementation of this Agreement and delivery of the County
43 Services. These policies and procedures shall not be considered a part of this
44 Agreement, and may be amended from time to time by the Chair of the Board of
45 Supervisors or designee and the County Engineer or designee. In the event of a
46 disagreement between the Chair of the Board of Supervisors or designee and County
47 Engineer or designee regarding interpretation and application of the policies and

1 procedures the District Executive Committee and the Pierce County Executive shall
2 resolve the disagreement.

3
4 4. District Obligations.

5
6 4.1 The District's Board of Supervisors shall adopt a comprehensive plan of
7 development and resolutions for the extension, enlargement, acquisition or construction
8 of flood control or stormwater control improvements, as required by RCW 86.15.110,
9 and an annual budget and annual work plan in accordance with RCW 86.15.140.

10
11 4.2 The District shall pay for the costs incurred by the County consistent with
12 this Agreement and the adopted budget and annual work plan. These costs shall
13 include the following:

14
15 4.2.1 Actual incurred costs, such as direct labor, employment benefits,
16 equipment rental, sub-contractors, materials and supplies, utilities and permits.

17
18 4.2.2 Direct costs related to flood control and stormwater control
19 improvements and projects, including but not limited to costs for planning, design,
20 administration, environmental, property acquisition, property management, construction,
21 construction engineering and utility relocation.

22
23 4.2.3 Indirect costs normally associated with public works construction
24 improvements and projects and related to flood control and stormwater control
25 improvements and projects, in addition to administrative overhead costs of section
26

27
28 4.2.4 Administrative overhead costs for the services provided by County
29 employees to the District. The administrative overhead costs shall be billed to the
30 District in accordance with the standard methodologies for determining such costs as
31 reviewed and approved by the County.

32
33 4.2.5 The District shall pay for any other costs agreed to by the Chair or
34 Vice Chair of the Board of Supervisors and the Pierce County Executive to the degree
35 those costs are included in the annual adopted budget. The Chair or Vice Chair, as
36 applicable, and the Pierce County Executive shall give notice of the agreement to the
37 District Administrator and the Executive Director, and shall report the agreement to the
38 District Executive Committee.

39
40 4.3 The District shall perform all necessary services to administer this
41 Agreement and the District responsibilities and duties, including but not limited to
42 providing staff support to the Board of Supervisors, District Executive Committee,
43 Advisory Committee, and other committees as may be established by the Board of
44 Supervisors.

45
46 4.4 The District shall respond to requests for disclosure of District public
records in accordance with the District's public records resolution. If requested by the

1 County, the District shall assist the County in responding to requests for disclosure of
2 County public records that relate to the District, this Agreement or the County Services.

3
4 5. County Obligations.

5
6 5.1 Unless otherwise decided by the District through resolution of the Board of
7 Supervisors, the office of the County Council shall provide clerical services for the
8 District and the Board of Supervisors.

9
10 5.2 If consistent with the annual budget and annual work plan and if requested
11 by the District Executive Committee, the County, shall provide other support services,
12 including but not limited to policy analysis of legislation and budgets, government
13 relations support, technical services assistance, Advisory Committee assistance, and
14 communications support.

15
16 5.3 Consistent with this Agreement, the annual budget, the annual work plan
17 and instructions and requests of the District, the County shall perform and implement all
18 County Services, including but not limited to the following:

19
20 5.3.1 Operate and maintain flood control and storm water control
21 projects, improvements, equipment and facilities, including levees
22 and revetments;

23
24 5.3.2 Plan for capital projects and improvements, including but not limited
25 to feasibility studies, engineering, permitting, property acquisition, and construction;

26
27 5.3.3 Plan for flood risk and stormwater risk reduction, including but not
28 limited to development of the comprehensive plan of development;

29
30 5.3.4 Provide technical assistance to jurisdictions and project
31 proponents; and

32
33 5.3.5 Design and develop communications materials to convey the work
34 of the District, including but not limited to the annual report, website, mailings, post
35 cards, and other communications tools.

36
37 5.4 The County shall perform other duties and responsibilities agreed to by
38 the Chair or Vice Chair of the Board of Supervisors or designee and the Pierce County
39 Executive.

40
41 5.5 The County shall keep and prepare records that explain and describe the
42 County Services and the costs and charges therefor, in a form and manner determined
43 by the District

44
45 5.6 The County shall respond to requests for inspection and copying of
46 County public records that relate to the District, this Agreement or the County Services
47 in accordance with Chapter 2.04 of the Pierce County Code. If requested, the County

1 shall assist the District in responding to requests for disclosure of District public records.
2 The County shall notify the District as soon as possible of the receipt of a request for
3 disclosure of County public records that relate to the District, this Agreement or the
4 County Services, and if requested by the District, shall keep the District informed of the
5 status and handling of such request.
6

7 5.7 Consistent with the District's policies and procedures for adoption of the
8 annual budget and annual work plan, the County shall prepare and submit for review
9 and approval by the District an annual budget and annual work plan that meets the
10 requirements of RCW 86.15.140, together with such other documents as requested by
11 the District Executive Committee or Executive Director.
12

13 5.8 The County has authority to take emergency action on behalf of the
14 District. If the County takes emergency action, it shall advise the District of the
15 emergency action as soon as practicable.
16

17 6. Invoices and Payments.
18

19 6.1 In the month following performance of County Services, the County shall
20 submit to the District Executive Director or designee invoices for the County Services in
21 a form and manner determined by the District. Upon approval of the invoices in a
22 manner and procedure determined by the District, the District shall pay the invoices.
23

24 6.2 The expenses for District operations, and capital expenses not provided
25 by the County, shall be charged directly to the District Operating Fund (Fund 154) or the
26 District Capital Fund (Fund 322) as appropriate.
27

28 6.3 County indirect costs for the District's operating and capital funds shall be
29 allocated to those two funds through the approved County indirect cost plan and
30 charged directly.
31

32 7. Limitation on County Expenditures.
33

34 7.1 The County Services shall not exceed the District's annual budget. The
35 Parties agree that any County Services in excess of the District's annual budget shall
36 not be a debt and obligation of the District.
37

38 8. Financial and Accounting Reporting.
39

40 8.1 The District shall be responsible for preparing and submitting all required
41 financial reports and audits to the State of Washington, unless otherwise agreed by the
42 Chair of the Board of Supervisors or designee and the County Engineer or designee.
43 The County shall assist the District in the preparation of all financial reports and audits,
44 submitting to the District all financial information and materials requested by the District.
45

46 8.2 The County shall submit to the District monthly financial reports regarding
47 revenue and expenditures, in relation to annual budget appropriations.

1
2 8.3 At the end of each calendar year, the County shall complete a
3 reconciliation of fund transfers and costs incurred. No later than April 1, the County
4 shall provide to the District an annual report of costs and ending fund balance for
5 District funds in the previous calendar year.
6

7 9. Legal Relations: No Third Party Beneficiaries, Venue, Indemnification, Costs and
8 Fees, Insurance, Survival, and Independent Contractor.
9

10 9.1 It is understood and agreed that this Agreement is solely for the benefit of
11 the Parties hereto and gives no right to any third party.
12

13 9.2 The County is an independent contractor with regard to the services
14 provided under this Agreement. The County shall retain all authority for rendition of
15 services, standards of performance, control of personnel, and other matters incident to
16 the performance of services by County pursuant to this Agreement. The County shall
17 be solely responsible for its acts and omissions and for the acts and omissions of its
18 employees, agents, contractors, consultants and representatives during the
19 performance of this Agreement. Nothing in this Agreement shall be considered to create
20 the relationship of employer and employee or principal and agent between the Parties.
21 If the District contracts directly with another contractor, the County shall not be
22 responsible for performance or actions or inactions relating to such contract unless the
23 County is a party thereto.
24

25 9.3 This Agreement shall be interpreted in accordance with the laws of the
26 State of Washington. The Superior Court of Pierce County, Washington, shall have
27 exclusive jurisdiction and venue over any legal action arising under this Agreement.
28

29 9.4 To the maximum extent permitted by law, each Party shall defend,
30 indemnify and hold harmless the other Party, and all of its officials, employees,
31 principals and agents, from any and all claims, demands, suits, actions, fines, penalties,
32 and liability of any kind, including injuries to persons or damages to property, which
33 arise out of or are related to any negligent acts, errors, omissions of the indemnifying
34 Party and its contractors, agents, employees and representatives in performing
35 obligations under this Agreement.
36

37 Provided, that if any such damages and injuries to persons or property are caused
38 by or result from the concurrent negligence of the District or its contractors, employees,
39 agents, or representatives, and the County or its contractor or employees, agents, or
40 representatives, each Party's obligation hereunder applies only to the extent of the
41 negligence of such Party or its contractor or employees, agents, or representatives.
42

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

1
2 9.5 The County shall provide insurance coverage, or self-insurance, for the
3 acts and omissions of its officers, employees and agents in providing the services and
4 carrying out the obligations of this Agreement, to the same extent and in the same
5 amount as is provided generally by the County for its officers, employees and agents.
6 The County shall provide proof of its insurance coverage or self-insurance at the
7 request of the District. The District and any employees of it shall not be covered under
8 the County's insurance or self-insurance program. In the event the County obtains
9 insurance coverage for the Board of Supervisors or employees of the District, the costs
10 of such insurance shall be reimbursable to the County by the District.

11
12 9.6 The provisions of this section shall survive any termination of this
13 Agreement.

14
15 10. Effective Date, Duration, Termination, and Waiver.

16
17 10.1 This Agreement shall take effect on _____, 2018 ("Effective Date")
18 and shall remain in effect until December 31, 2020, and shall automatically renew for
19 one-year periods thereafter unless on or before December 1 of any year either or both
20 parties notifies the other in writing that the Agreement shall not renew.

21
22 10.2 Notwithstanding the preceding paragraph, either Party may terminate this
23 Agreement for convenience upon sixty (60) days written notice to the other Party. In
24 addition, this Agreement may be terminated at any time by mutual agreement of the
25 Parties.

26
27 10.3 Failure to require full and timely performance of any provision at any time
28 shall not waive or reduce the right to insist upon complete and timely performance of
29 such provision thereafter.

30
31 11. Dispute Resolution.

32
33 11.1 Should a dispute arise between the Parties out of or related to this
34 Agreement, the Parties will notify the other in writing of any dispute that the respective
35 Party believes should be resolved.

36
37 11.2 The Parties will communicate regularly and commit to act in good faith to
38 resolve the dispute.

39
40 11.3 If the dispute cannot be remedied within thirty (30) days after written
41 notice, the Parties shall consider submitting the matter to a mutually agreed upon non-
42 binding mediator. The Parties shall share equally in the cost of the mediator.

43
44 12. Administration, Identification of Contacts, and Notice.

1 Any formal notice or communication to be given by the District to the County under
2 this Agreement shall be deemed properly given, if delivered, or if mailed postage
3 prepaid and addressed to:

4
5 County: Toby D. Rickman, P.E.
6 Deputy Director, Planning and Public Works Department
7 2702 South 42nd St., Suite 201
8 Tacoma, WA 98409-7322
9 (253) 798-____
10 Attention: Melissa McFadden, P.E.

11
12 Any formal notice or communication to be given by the County to the District under
13 this Agreement shall be deemed properly given, if delivered, or if mailed postage
14 prepaid and addressed to:

15
16 District: Chair, Board of Supervisors
17 Pierce County Flood Control Zone District
18 Room 1046
19 930 Tacoma Avenue South
20 Tacoma, WA 98402
21 Attention: Kjristine Lund, Executive Director

22
23 The name and address to which notices and communications shall be directed may
24 be changed at any time, and from time to time, by either the District or the County
25 giving notice thereof to the other as herein provided.

26
27 13. Entire Agreement; Amendment.

28
29 13.1 This Agreement is a complete expression of the terms hereto and any oral
30 representation or understandings not incorporated herein are excluded.

31
32 13.2 Any modification, amendment, or clarification to this Agreement shall be in
33 writing and signed by both Parties. Copies of such shall be attached hereto and by this
34 reference made a part of this Agreement as though fully set forth herein.

35
36 14. Assignment.

37
38 Neither Party shall transfer or assign this Agreement without the prior written
39 consent of the other Party.

40
41 15. Severability.

42
43 If any provisions of this Agreement are held invalid by a court of competent
44 jurisdiction, the remainder of this Agreement shall not be affected thereby if the Parties
45 mutually agree that such remainder would then continue to serve the purposes and
46 objectives originally contemplated.

1 16. Filing.

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This Agreement shall be filed with the Pierce County Auditor in conformance with RCW 39.34.040, and any cost of such filing shall borne by Pierce County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

PIERCE COUNTY

_____ Dated _____
Pierce County Executive

Approved as to Form:

Dated _____
Deputy Prosecuting Attorney

PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT

_____ Dated _____
Chair, Board of Supervisors

Approved as to Form:
District Legal Counsel
By: _____ Dated _____

**INTERLOCAL AGREEMENT BETWEEN PIERCE COUNTY AND THE
PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT
REGARDING SUPPORT SERVICES**

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This Agreement is hereby entered into by Pierce County, a home rule charter County in the State of Washington ("County"), and the Pierce County Flood Control Zone District, a quasi-municipal corporation of the State of Washington ("District") (the "Parties" or when singular, the "Party") and shall be effective upon execution by Pierce County and the District.

WHEREAS, the County Council formed the District by passing Ordinance 2011-95s on April 3, 2012; and

WHEREAS, in accordance with state law, the County Council acts ex officio as the Board of Supervisors of the District, the county engineer administers the affairs of the District, and the county treasurer acts as the District's treasurer; and

WHEREAS, the District desires to carry out flood and stormwater control services throughout the County as efficiently and effectively as possible; and

WHEREAS, the District is authorized under RCW 86.15.080(8) to enter into cooperative agreements with other governments, such as the County, to carry out the flood and stormwater control mission of Chapter 86.15 RCW; and

WHEREAS, the County has the expertise, resources and infrastructure necessary to support the District in its development and implementation of an annual District budget and work ~~plan~~program; and

WHEREAS, the County has provided flood and stormwater control services to the citizens of the County since its formation as a county and has developed an extensive expertise in providing flood and stormwater control services; and

WHEREAS, the County can assist the District in efficiently and effectively carrying out the District's mission to provide flood and stormwater control services for the people of the County; and

WHEREAS, a cooperative Agreement between the County and the District will benefit each Party and is both authorized by state law and of importance to the health, safety and property of the citizens of the County; and

WHEREAS, the District and the County are each authorized to enter into this Agreement pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act) and RCW 86.15.095;

NOW, THEREFORE, the Parties agree as follows:

- Purpose and Scope of the Agreement.

1 1.1 The purpose of this Agreement is to provide the terms and conditions
2 under which the County and the District will cooperate to combine their respective
3 financial resources and technical and administrative expertise to effectively and
4 efficiently provide flood and stormwater control services to the people of the County.

5
6 1.2 The cooperative flood and stormwater control program entered into
7 pursuant to this Agreement will be funded by District revenues, and will be established
8 by the District's annual budget and annual work plan and work program ("Annual Scope
9 of Services"), as approved by resolution byof the District's Board of Supervisors.

10
11 2. Definitions.

12 2. -

13
14 2.1 "Administrative overhead costs" shall mean each employee providing
15 services benefits from agency, department and divisional overhead that allows for the
16 services to be performed such as location, communications, information technology,
17 leadership, rent, office supplies, telephone bills, workspace, and utilities. Overhead
18 rates have been determined based on centralized service and departmental cost pool
19 expenses applied to each fund based on a distribution methodology.

20
21 2.2 "Annual budget" means the District annual budget that is adopted by the
22 Board of Supervisors, which per RCW 86.15.140 must be divided into the following
23 appropriation items: (1) overhead and administration; (2) maintenance and operation;
24 (3) construction and improvements; and (4) bond retirement and interest. The annual
25 budget must be adopted at the same time as the Pierce County budget. In preparing the
26 annual budget, the Board of Supervisors shall show the total amount to be expended in
27 each appropriation item and the proportionate share of each appropriation item to be
28 paid from each District account, and shall for the appropriation item of construction and
29 improvement list each flood control improvement or stormwater control improvement
30 and the estimated expenditure to be made for each.

31
32 2.3 "Annual work plan" means the plan adopted by the Board of Supervisors as
33 part of the annual budget, which shall describe the tasks to be performed and the
34 respective roles and responsibilities of the County and the District for each task.

35
36 2.4 "Comprehensive plan of development" means a plan for flood control or
37 stormwater control that has been prepared for the river, stream, or water course upon
38 which District funded improvements will be extended, enlarged, acquired or constructed,
39 pursuant to the requirements of RCW 86.15.110. District funded improvements must
40 generally contribute to the objectives of the comprehensive plan of development.

41
42 2.5 "Direct costs" means a cost that can be related directly to a work product,
43 function, or service.

44
45 2.6 "Indirect costs" means that the cost of certain administrative activities
46 provided by the General Fund is distributed based on the County's Central Services
47 Cost Allocation Plan. The major activities or costs which are allocated include Finance

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1 Department, Executive Administration, Prosecuting Attorney and Legislative
2 Administration. The IT Financial and Human Resources Systems Allocation distributes
3 costs related to the operation, support, and enhancement of countywide financial and
4 human resources related IT systems. County funds are charged a portion of financial/
5 and human resources costs assembled by Finance and Performance Management.
6 Fifteen percent (15%) of the IT Enterprise Allocation is included in this allocation to
7 distribute costs to funds that do not directly consume IT resources but indirectly benefit
8 from these services. The cost of auditing county-wide systems is allocated to
9 departments based upon their share of total prior year expenditures. Certain
10 departmental audit costs are allocated to specific departments based upon an estimate
11 provided by the State Auditor. The amount shown in the schedule is an estimate. Actual
12 costs are billed as incurred. Departments should budget the amount shown in the
13 schedule unless a different number can be justified.

14
15 2.1 "Administrative overhead costs" shall mean

16
17 2.2 "Annual budget" means the District annual budget that is adopted by the
18 Board of Supervisors, which per RCW 86.15.140 must be divided into the following
19 appropriation items: (1) overhead and administration; (2) maintenance and operation;
20 (3) construction and improvements; and (4) bond retirement and interest. The annual
21 budget must be adopted at the same time as the Pierce County budget. In preparing the
22 annual budget, the Board of Supervisors shall show the total amount to be expended in
23 each appropriation item and the proportionate share of each appropriation item to be
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35 pursuant to the requirements of RCW 86.15.110. District funded improvements must
36 generally contribute to the objectives of the comprehensive plan of development.

37
38 2.5 "Direct costs" means *[insert]*

39
40 2.6 "Indirect costs" mean *[insert]*

41
42 3. Administration.

43
44 3.1 The Pierce County Executive shall appoint the "county engineer," as
45 provided for in RCW 85.15.060 ("County Engineer"), to be responsible for the
46 performance and oversight of the County services under this Agreement ("County
47 Services"). On the Effective Date, the Pierce County Executive has appointed the

1 Deputy Director of the Department of Planning and Public Works as the County
2 Engineer.

3
4 3.2 The County Engineer may delegate the responsibility for the
5 administration and implementation of the County Services to a subordinate position.
6 The subordinate position shall be designated and referred to as the "County
7 Administrator." On the Effective Date, the County Engineer has delegated such
8 responsibility to the Assistant County Engineer. The County Engineer shall give the
9 District at least sixty (60) days advance notice of a change in the subordinate position.
10 The Parties agree that the County Engineer's delegation of such responsibility to the
11 Assistant County Engineer, or any other subordinate position, shall not relieve the
12 County Engineer of the responsibility for oversight of the County Services, unless
13 agreed otherwise by the Pierce County Executive and the Chair or Vice Chair of the
14 Board of Supervisors.

15
16 3.3 A District Executive Director, who shall be appointed by and report to the
17 Board of Supervisors, shall administer and perform the duties and responsibilities of the
18 District under this Agreement, and shall oversee the County Services under this
19 Agreement.

20
21 ~~4.33.4 To carry out and administer this Agreement, the Chair of the District's~~
22 ~~Board of Supervisors or designee and the County Engineer or designee shall adopt~~
23 ~~standard operating policies and procedures for administration and implementation of~~
24 ~~this Agreement and delivery of the County Services. Pierce County Public Works and~~
25 ~~Utilities Director shall enter into a memorandum that establishes the duties and~~
26 ~~responsibilities of the District and the County, and their respective officers, employees,~~
27 ~~contractors and agents. The memorandum shall be consistent with this Agreement and~~
28 ~~the Annual Scope of Services. These policies and procedures memorandum shall~~
29 ~~not be considered a part of this Agreement, and may be amended from time to time by~~
30 ~~the Chair of the District's Board of Supervisors or designee and the County Engineer or~~
31 ~~designee Pierce County Public Works and Utilities Director. In the event of a~~
32 ~~disagreement between the Chair of the District's Board of Supervisors or designee and~~
33 ~~County Engineer or designee Pierce County Public Works and Utilities Director~~
34 ~~regarding interpretation and application of the policies and procedures the respective~~
35 ~~duties and responsibilities of the District and the County, or the interpretation and~~
36 ~~application of the memorandum, the District Executive Committee and the Pierce~~
37 ~~County Executive shall resolve the disagreement.~~

38
39 3-4. District Obligations.

40
41 24.1 The District's Board of Supervisors shall adopt a comprehensive plan of
42 development and resolutions for the extension, enlargement, acquisition or construction
43 of flood control or stormwater control improvements, as required by RCW 86.15.110,
44 and an initial Annual Scope of Services for 2013, and Annual Scope of Services
45 thereafter, annual budget and annual work plan as prescribed in accordance with
46 RCW 86.15.140.

1 24.2 The District shall pay for the costs incurred by the County consistent with
2 this Agreement and the adopted budget and annual work plan~~the approved Annual~~
3 ~~Scope of Services, as follows. These costs shall include the following:~~

4
5 ~~24.2.1 The District shall pay the County for all~~ Actual incurred costs,
6 such as direct labor, employment benefits, equipment rental, sub-contractors, materials
7 and supplies, utilities and permits.

8
9 ~~24.2.2 The District shall pay the County for~~ Direct costs related to flood
10 control and stormwater control improvements and projects, including but not limited to
11 costs for planning, design, administration, environmental, property acquisition, property
12 management, construction, construction engineering, and utility relocation.

13
14 ~~4.2.3 The District shall pay the County for~~ Indirect costs normally
15 associated with public works construction improvements and projects and related to
16 flood control and stormwater control improvements and projects, in addition to ~~the~~
17 administrative overhead costs ~~of described in~~ section 24.2.34.

18
19 ~~24.2.34 The District shall pay the County for~~ Administrative overhead
20 costs for the services provided by County employees to the District. The administrative
21 overhead costs shall be billed to the District in accordance with the standard
22 methodologies for determining such costs as reviewed and approved by the County.

23
24 4.2.5 The District shall pay for any other costs agreed to by the Chair or
25 Vice Chair of the Board of Supervisors and the Pierce County Executive to the degree
26 those costs are included in the annual adopted budget. The Chair or Vice Chair, as
27 applicable, and the Pierce County Executive shall give notice of the agreement to the
28 District Administrator and the Executive Director, and shall report the agreement to the
29 District Executive Committee.

30
31 ~~24.3 The District shall perform all necessary services to administer this~~
32 ~~Agreement and the District responsibilities and duties, including but not limited to~~
33 ~~providing staff support to the Board of Supervisors, District Executive Committee,~~
34 ~~Advisory Committee, and other committees as may be established by the Board of~~
35 ~~Supervisors. If the County seeks reimbursement of County costs incurred after the~~
36 ~~effective date of Ordinance No. 2011-95s and prior to the District's adoption of an~~
37 ~~Annual Scope of Services, the District shall make such payments if the costs are~~
38 ~~reasonably related to and contribute to the performance of activities necessary to~~
39 ~~commence operation of the District or to prepare, authorize or implement the Annual~~
40 ~~Scope of Services.~~

41
42 ~~24.4 Unless otherwise provided by the Board, by the Executive Committee or~~
43 ~~by a memorandum under paragraph 1.3, the District will operate in accordance with~~
44 ~~Pierce County policies and procedures.~~

45
46 The District shall respond to requests for disclosure of District public records in
47 accordance with the District's public records resolution. If requested by the County, the

1 District shall assist the County in responding to requests for disclosure of County public
2 records that relate to the District, this Agreement or the County Services.

3
4 35. County Obligations.

5
6 35.1 Unless otherwise decided by the District through resolution of the Board of
7 Supervisors, the office of the County Council shall provide clerical services for the
8 District and the District's Board of Supervisors.

9
10 35.2 The County, If consistent with the annual budget and annual work plan
11 and if requested by the District Executive Committee, the County Annual Scope of
12 Services, shall provide other support services to the District, including but not limited to
13 policy analysis of legislation and budgets, government relations support, technical
14 services assistance, Advisory Committee assistance, and communications support.

15
16 35.3 The County, eConsistent with this Agreement, the annual budget, the
17 annual work plan and instructions and requests of the District, the County shall perform
18 and implement all County Services, Annual Scope of Services, shall including but not
19 limited to the following: support the District in administering and implementing the District
20 work programs, by providing appropriate technical expertise and personnel.

21
22 5.3.1 Operate and maintain flood control and storm water control
23 projects, improvements, equipment and facilities, including levees and revetments;

24
25 5.3.2 Plan for capital projects and improvements, including but not limited
26 to feasibility studies, engineering, permitting, property acquisition, and construction;

27
28 5.3.3 Plan for flood risk and stormwater risk reduction, including but not
29 limited to development of the comprehensive plan of development;

30
31 5.3.4 Provide technical assistance to jurisdictions and project
32 proponents; and

33
34 5.3.5 Design and develop communications materials to convey the work
35 of the District, including but not limited to the annual report, website, mailings, post
36 cards, and other communications tools.

37
38 35.4 The County shall perform other duties and responsibilities agreed to by
39 the Chair or Vice Chair of the Board of Supervisors or designee and the Pierce County
40 Executive. Administrative duties under RCW 86.15.060 shall be vested in the Pierce
41 County Public Works and Utilities Director, and the scope of such duties shall be
42 consistent with the provisions of RCW 86.15.060 and all resolutions adopted by the
43 Board.

44
45 35.5 The County shall keep and prepare records that explain and describe the
46 County Services and the costs and charges therefor, in a form and manner determined
47 by the District.

1
2 5.6 ~~The Pierce~~ County shall respond to requests for inspection and copying of
3 County public records that relate to the District, this Agreement or the County Services
4 in accordance with Chapter 2.04 of the Pierce County Code. If requested, the County
5 shall assist the District in responding to requests for disclosure of District public records.
6 Public Works and Utilities Department shall maintain and be the repository of the official
7 records of the District. Such records shall be available to the District during regular
8 business hours. ~~The County shall notify the District as soon as possible of the receipt of~~
9 ~~a request for disclosure of County public records that relate to the District, this~~
10 ~~Agreement or the County Services, and if requested by the District, shall keep the~~
11 ~~District informed of the status and handling of such request. Requests for inspection and~~
12 ~~copying of District official records shall be met as provided for in Chapter 42.56 RCW~~
13 ~~and in PCC Chapter 2.04, unless otherwise provided under paragraph 2.4.~~

14
15 ~~3.65.7 For the budget year 2013 and thereafter, and C~~consistent with the
16 District's policies and procedures for adoption of the annual budget and annual work
17 plan ~~Annual Scope of Services~~, the County shall prepare and submit for review and
18 approval by the District an annual budget and annual work plan that meetsing the
19 requirements of RCW 86.15.140, together with such other documents as requested by
20 and an annual work program for the District Executive Committee or Executive Director.

21
22 3.75.8 The County shall implement the Annual Scope of Services as adopted by
23 the District's Board of Supervisors unless otherwise directed by the County Council.

24
25 3.8 ~~In the event of a threat of imminent harm to property or public safety due~~
26 ~~to flooding, the County shall analyze and prioritize the threat and report to the District.~~
27 The County has authority to take emergency action on behalf of the District. If the
28 County takes emergency action, it shall advise the District of the emergency action as
29 soon as practicable.

30
31 46. Invoices and Payments.

32
33 46.1 ~~In the month following performance of County Services, t~~The County and
34 ~~the District may, by memorandum entered pursuant to paragraph 1.3, authorize county~~
35 ~~departments to conduct business on behalf of the District. County departments~~ shall
36 submit to the District Executive Director ~~Chair of the Board of Supervisors~~ or designee
37 invoices for the County Sservices provided to the District in a form and manner
38 determined by the District. ~~and Upon approval of such~~the invoices in a manner and
39 procedure determined by the District, the District shall pay the invoices. ~~shall be~~
40 ~~reimbursed from District funds.~~

41
42 6.2 ~~The e~~Expenses for District operations, and capital expenses not provided
43 by the County, shall be charged directly to the District Operating Fund (Fund 154) or the
44 District Capital Fund (Fund 322) as appropriate; ~~provided that before payment the Chair~~
45 ~~of the Board of Supervisors or designee shall review and approve or disapprove such~~
46 expenses.

1 ~~46.23~~ County indirect costs for the District's operating and capital funds shall be
2 allocated to those two funds through the approved County indirect cost plan and
3 charged directly.

4
5 7. Limitations on County Expenditures.

6
7 ~~5.1~~ Pursuant to Section 2 of Pierce County Ordinance No. 2012-16s, the
8 Pierce County Council has appropriated \$300,000 from the County's Surface Water
9 Management Fund for the use of the District in 2012 ("2012 County Appropriation").
10 The Parties acknowledge that this 2012 County Appropriation is the only source of
11 revenue for the District in 2012.

12
13 ~~5.2~~ The County's ~~s~~Services shall not exceed the District's annual budget. The
14 Parties agree that any County ~~S~~services in excess of the District's annual budget shall
15 not be a debt and obligation of the District.

16
17 8. Financial and Accounting Reporting.

18
19 ~~68.1~~ Starting in 2013, ~~the~~The District shall be responsible for preparing and
20 submitting all required financial reports and audits to the State of Washington, unless
21 otherwise agreed by the Chair of the Board of Supervisors or designee and the County
22 Engineer or designee. ~~The~~ County shall assist the District in the preparation of all
23 financial reports and audits, submitting to ~~provide~~ the District all financial information
24 and materials requested by the District, with semi-annual reports regarding services
25 rendered under and in compliance with the Annual Scope of Services. ~~The report and~~
26 ~~any required supporting documents shall be submitted to the District no later that March~~
27 ~~31 and September 30.~~

28
29 ~~68.2~~ The County shall submit to the District monthly financial reports regarding
30 revenue and expenditures, in relation to annual budget appropriations.

31
32 ~~68.3~~ At the end of each calendar year, the County shall complete a
33 reconciliation of fund transfers and costs incurred. No later than April 1, the County
34 shall provide to the District an annual report of costs and ending fund balance for
35 District funds in the previous calendar year.

36
37 ~~6.3~~ All reports will be submitted to the Clerk of the Board.

38
39 ~~7.9.~~ Legal Relations: No Third Party Beneficiaries, Venue, Indemnification, Costs and
40 Fees, Insurance, Survival, and Independent Contractor.

41
42 ~~79.1~~ It is understood and agreed that this Agreement is solely for the benefit of
43 the Parties hereto and gives no right to any third party.

44
45 ~~79.2~~ The County is an independent contractor with regard to the services
46 provided under this Agreement. The County shall retain all authority for rendition of
47 services, standards of performance, control of personnel, and other matters incident to

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1 the performance of services by County pursuant to this Agreement. The County shall
2 be solely responsible for its acts and omissions and for the acts and omissions of its
3 employees, agents, contractors, consultants and representatives during the
4 performance of this Agreement. Nothing in this Agreement shall be considered to create
5 the relationship of employer and employee or principal and agent between the Parties.
6 If the District contracts directly with another contractor, the County shall not be
7 responsible for performance or actions or inactions relating to such contract unless the
8 County is a party thereto.

9
10 79.3 This Agreement shall be interpreted in accordance with the laws of the
11 State of Washington. The Superior Court of Pierce County, Washington, shall have
12 exclusive jurisdiction and venue over any legal action arising under this Agreement.
13

14 79.4 To the maximum extent permitted by law, each Party shall defend,
15 indemnify and hold harmless the other Party, and all of its officials, employees,
16 principals and agents, from any and all claims, demands, suits, actions, fines, penalties,
17 and liability of any kind, including injuries to persons or damages to property, which
18 arise out of or are related to any negligent acts, errors, omissions of the indemnifying
19 Party and its contractors, agents, employees and representatives in performing
20 obligations under this Agreement.

21
22 Provided, that if any such damages and injuries to persons or property are caused
23 by or result from the concurrent negligence of the District or its contractors, employees,
24 agents, or representatives, and the County or its contractor or employees, agents, or
25 representatives, each Party's obligation hereunder applies only to the extent of the
26 negligence of such Party or its contractor or employees, agents, or representatives.
27

28 The foregoing indemnity is specifically and expressly intended to constitute a
29 waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects
30 the other Party only, and only to the extent necessary to provide the indemnified Party
31 with a full and complete indemnity of claims made by the indemnitor's employees. This
32 waiver has been mutually negotiated.
33

34 79.5 The County shall provide insurance coverage, or self-insurance, for the
35 acts and omissions of its officers, employees and agents in providing the services and
36 carrying out the obligations of this Agreement, to the same extent and in the same
37 amount as is provided generally by the County for its officers, employees and agents.
38 The County shall provide proof of its insurance coverage or self-insurance at the
39 request of the District. The District and any employees of it shall not be covered under
40 the County's insurance or self-insurance program. In the event the County obtains
41 insurance coverage for the Board of Supervisors or employees of the District, the costs
42 of such insurance shall be reimbursable to the County by the District.

43
44 79.6 The provisions of this section shall survive any termination of this
45 Agreement.

46
47 810. [Effective Date, Duration, Termination, and Waiver.](#)

1
2 §10.1 This Agreement shall take effect on _____, 2018 ("Effective Date")
3 ~~upon its signing by both Parties~~ and shall remain in effect until December 31, 201320,
4 and shall automatically renew ~~for one-year periods annually~~ thereafter unless on or
5 before December 1 of any year either or both parties notifies the other in writing that the
6 Agreement shall not renew.

7
8 §10.2 Notwithstanding the preceding paragraph, either Party may terminate this
9 Agreement for convenience upon sixty (60) days written notice to the other Party. In
10 addition, this Agreement may be terminated at any time by mutual agreement of the
11 Parties.

12
13 §10.3 Failure to require full and timely performance of any provision at any time
14 shall not waive or reduce the right to insist upon complete and timely performance of
15 such provision thereafter.

16
17 911. Dispute Resolution.

18
19 911.1 Should a dispute arise between the Parties out of or related to this
20 Agreement, the Parties will notify the other in writing of any dispute that the respective
21 Party believes should be resolved.

22
23 911.2 The Parties will communicate regularly and commit to act in good faith to
24 resolve the dispute.

25
26 911.3 If the dispute cannot be remedied within thirty (30) days after written
27 notice, the Parties shall consider submitting the matter to a mutually agreed upon non-
28 binding mediator. The Parties shall share equally in the cost of the mediator.

29
30 12. Administration, Identification of Contacts, and Notice.

31
32 ~~This Agreement shall be administered by the Chair of the Board and the Pierce~~
33 ~~County Public Works and Utilities Director, who shall be contacted as provided below.~~

34
35 Any formal notice or communication to be given by the District to the County under
36 this Agreement shall be deemed properly given, if delivered, or if mailed postage
37 prepaid and addressed to:

38
39 County: ~~Brian J. Ziegler~~Toby D. Rickman, P.E.
40 ~~Deputy~~ Director, Planning and Public Works ~~and Utilities~~
41 Department
42 2702 South 42nd St., Suite 201
43 Tacoma, WA 98409-7322
44 (253) 798-~~7250~~ _____
45 Attention: Melissa McFadden, P.E.
46

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4
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6 Pierce County Flood Control Zone District
7 Room 1046
8 930 Tacoma Avenue South
9 Tacoma, WA 98402
10 Attention: Kjristine Lund, Executive Director

11
12 The name and address to which notices and communications shall be directed may
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20
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22 shall be in writing and signed by both Parties. Copies of such shall be attached hereto
23 and by this reference made a part of this Agreement as though fully set forth herein.

24
25 ~~14.12.~~ Assignment.

26
27 Neither Party shall transfer or assign this Agreement without the prior written
28 consent of the other Party.

29
30 ~~15.13.~~ Severability.

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32 If any provisions of this Agreement are held invalid by a court of competent
33 jurisdiction, the remainder of this Agreement shall not be affected thereby if the Parties
34 mutually agree that such remainder would then continue to serve the purposes and
35 objectives originally contemplated.

36
37 ~~16.14.~~ Filing.

38
39 This Agreement shall be filed with the Pierce County Auditor in conformance with
40 RCW 39.34.040, and any cost of such filing shall borne by Pierce County.

41
42 IN WITNESS WHEREOF, the parties have caused this Agreement to be
43 executed.

44
45
46 **PIERCE COUNTY**
47

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_____ Dated _____
Pierce County Executive

Approved as to Form:

_____ Dated _____
Deputy Prosecuting Attorney

PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT

_____ Dated _____
Chair, Board of Supervisors

Approved as to Form:

District Legal Counsel

By: _____ Dated _____

