

1. Agenda June 20, 2018

Documents:

[0620 FCZD EXEC CTE AGN.PDF](#)

2. June 20, 2018 Meeting Packet

Documents:

[0620 FCZD EXEC CTE MTG PACKET.PDF](#)

3. Monthly Budget Report 6-20-18

Documents:

[BUDGET SUMMARY REPORT 6-20-18.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: June 20, 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 June 20, 2018
4. Approval of Minutes: May 16, 2018 Executive Committee meeting
5. Public Comment
6. Resolutions for Recommendation to the Board of Supervisors
 - Resolution to Approve Interlocal Agreement with City of Sumner for Project Funding – (Discussion Only)
 - 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
7. Update on June 1, 2018 Advisory Committee Meeting
8. Monthly Financial Report
9. Other Business
10. Adjourn

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: June 15, 2018



Board of Supervisors Executive Committee

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

Clerk: Kate Kennedy, (253) 798-7798

AGENDA

Meeting Date: June 20, 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 June 20, 2018
4. Approval of Minutes: May 16, 2018 Executive Committee meeting
5. Public Comment
6. Resolutions for Recommendation to the Board of Supervisors
 - 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
7. Update on June 1, 2018 Advisory Committee Meeting
8. Monthly Financial Report
9. Other Business
10. Adjourn

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: June 14, 2018

MINUTES
PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT
BOARD OF SUPERVISORS EXECUTIVE COMMITTEE MEETING
MAY 16, 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 Acting Chair Roach.

2. **Roll Call**

The Clerk called the roll.

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

Also present: Rod Kaseguma, Inslee, Best, Doezie & Ryder, P.S.; Kjristine Lund, Independent Consultant, Lund Consulting, Inc.; Planning and Public Works Department Staff: Melissa McFadden, Harold Smelt, Brynne Walker, Anne-Marie Marshall-Dody, Dennis Dixon

Council Staff present: Tammi Lewis, Councilmember Assistant

3. **Approval of Agenda**

Without objection, the Agenda was approved as presented.

4. **Approval of Minutes**

Young moved approval of the April 18, 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

6. **Discussion Items**

- **2019 Budget Assumptions**

Lund explained the financial spreadsheet, "Proposed Six Year Financial Plan 2019-2024." (A copy is contained in the meeting file.)

Clarifying points on whether: to continue with the 1% increase on the revenue side; continue with the set aside of 15% for maintenance and operation; 10% allocation to the Opportunity Fund which could go up but not down; capital projects allocation funding, and whether funds should still be set aside for the USACE GI Study. Marshall-Dody requested direction from the Executive Committee on how to proceed due to the lack of funding for planned projects.

Lund spoke to “USACE General Investigation Project list/Rivers Flood Hazard Management Plan Crosswalk.” (A copy is contained in the meeting file.) Discussion ensued on prioritizing and associated funding on projects. Young requested the project list be reprioritized with the most critical first since not receiving a match from the Corps.

Lund questioned whether to move forward on the county’s priority list using the monies set aside originally for the joint Corps project. Roach requested those funds not be set aside for one year (2019) during which time the project list can be reprioritized, and utilize the \$1 million for the shortage. Lund summarized: do not set aside monies for the GI in 2019 and continue in the future years to set aside the \$1 million; 1% increase is assumed in the forecast; and 15% for maintenance and operation.

- Pierce Conservation District request for funding

Discussion ensued regarding shoreline preservation as presented by Ryan Mello, Executive Director of the Pierce Conservation District, at the April 18, 2018 FCZD Executive Committee meeting. Young requested staff ascertain specifics from Mello on what is being funded. Kaseguma answered questions on what is policy versus commitment on projects.

Lund called on staff to speak to the handout, “Appendix D Regulatory and Legal Framework.” (A copy of the handout is contained in the meeting file.) Walker and Dixon provided an overview and answered questions.

- Flood Plan inventory of local jurisdiction flood-related regulations

Lund stated a policy on providing funding in that jurisdictions provide documentation on what they are requesting to be considered when they request funding for projects.

- Flood Plan Update

Walker provided an update on the outreach that has been done with regards to the flood plan.

7. **Possible Action**

- Resolution to Approve Interlocal Agreement with City of Sumner for Project Funding

Kaseguma spoke to the resolution, and interlocals created for projects. Lund stated a resolution will be brought back at the next meeting.

- Resolution Establishing Public Records Inspection and Copying Procedures

Kaseguma explained the resolution to the committee, and recommended the adopt the county’s records disclosure process.

- Resolution Establishing Procurement Process for Professional Services

Kaseguma reviewed and recommend the district adopt the county's process for service contracts contained in Pierce County Code 2.106.50.

- Resolution to Approve Interlocal Agreement with Pierce County for Support Services

Kaseguma stated additional time is needed on this item, and briefly spoke to the revisions. Lund stated the Board will consider it in July. Roach requested the resolution be reviewed at the Executive Committee meeting in June.

8. **Other Business:** Lund distributed the financial statements which will be submitted to the state. She also distributed the monthly financial statements. (Copies of the handouts are contained in the meeting file.)
9. **Adjournment:** There being no further business, the Flood Control Zone District Executive Committee Meeting was adjourned at 11:09 a.m.

Attest:

Kate Kennedy, CMC
Clerk of the Board

Approved:

Rick Talbert, Board Chair

Date Approved

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 mean 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

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 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

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 _____
45 Kate Kennedy, Clerk of the Board

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.
47

1 16. Filing.

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40

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 _____

BUDGET SUMMARY REPORT**Flood Control Zone District**

Updated: June 13, 2018

Revenues	Budget	January	February	March	April	May	YTD Actuals	Budget Remaining
General	8,382,991							
Property Taxes		(595.52)	(115,173.79)	(300,444.12)	(3,243,493.79)	(730,185.54)		
Delinquent Taxes		(19,031.25)	(15,239.34)	(13,768.28)	(21,260.66)	(14,996.91)		
Leasehold Taxes			(9,180.67)		(1,227.07)		(10,407.74)	
Other Interest				(0.10)	(0.14)	(1.38)	(1.62)	
Excise Taxes in Lieu of Property Taxes		(0.17)	(0.13)			(7,058.65)	(7,058.95)	
Timber Excise Tax							-	
DNR Timber Trust 2		(1.37)	(0.76)	(2.02)	(0.90)	(0.85)	(5.90)	
Proceeds from Sale of Capital Assets		(404.90)	(494.41)	(656.00)	(45.44)	(581.84)	(2,182.59)	
Total Revenues	8,382,991	(20,033.21)	(140,089.10)	(314,870.52)	(3,266,028.00)	(752,825.17)	(4,493,846.00)	

Expenditures	Budget	January	February	March	April	May	YTD Actuals	Budget Remaining
Current Operating Administration:	328,805.00							
Exec Director/Advisory Committee	148,550	-	12,600.00	11,611.22	11,500.00	11,500.00	47,211.22	101,338.78
Legal Counsel	45,000	7,686.00	-	4,752.00	627.50	5,210.80	18,276.30	26,723.70
Accountant - Tara Dunford	0	-	-	-	-	-	-	-
Clerk	12,423	122.16	246.36	-	677.20	797.13	1,842.85	10,580.03
Web Site Hosting - Civic Plus	0	-	-	-	-	1,479.60	1,479.60	(1,479.60)
Insurance	14,622	-	-	-	-	-	-	14,622.00
Broker Fee	1,500	-	-	-	-	-	-	1,500.00
Copies, Printing, Notices, Miscellaneous	1,650	-	620.41	-	50.17	-	670.58	979.42
Mailing Annual Report	60	-	-	-	-	-	-	-
State Auditor Reimbursement	15,000	7,406.27	4,950.11	808.35	-	-	13,164.73	1,835.27
IT Financial/Hr Systems Allocation	3,920	-	653.34	326.67	326.67	326.67	1,633.35	2,286.65
Interfund-Indirect Cost	26,550	2,212.50	2,212.50	2,212.50	2,212.50	2,212.50	11,062.50	15,487.50
Support Services	55,000	10,764.25	9,036.36	2,635.26	2,716.89	7,762.22		
Total Administration Expenses	324,275	28,191.18	30,319.08	22,346.00	18,110.93	29,288.92	95,341.13	
Operations & Maintenance	1,257,449	\$ -	\$ -	\$ -	\$ -		\$ -	
Army Corps Match	1,000,000	\$ -	\$ -	\$ -	\$ -		\$ -	
Opportunity Fund	1,013,934	\$ -	\$ -	\$ -	\$ -		\$ -	
Capital Project Expenditures	4,614,346	\$ -	1,002,273.72	\$ -	\$ -	497,169.39	1,499,443.11	

Expenditures	Budget	January	February	March	April	May	YTD Actuals	Budget Remaining
Strategic Reserve								
Puyallup Wastewater Treatment Plant Early Payoff	911,204.00						-	911,204.00
Tacoma Wastewater Treatment Plant Payoff	1,000,000.00		1,000,000.00				1,000,000.00	-
Increased GI Allocation	500,000.00						-	500,000.00
Lower White River 24th Street Setback	390,275.00						-	390,275.00
Total Expenditures	11,011,483	28,191.18	2,032,592.80	22,346.00	18,110.93	526,458.31	2,594,784.24	