

1. Meeting Packet August 21, 2019

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# Board of Supervisors Executive Committee

**Derek Young, Chair**  
**Dave Morell, Vice Chair**  
**Pam Roach, Member**

*Clerk: Kate Kennedy, (253) 798-7798*

## MEETING AGENDA

**Meeting Date:** August 21, 2019  
**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 August 21, 2019
4. Approval of Minutes: July 17, 2019 Executive Committee Meeting
5. Public Comment
6. Advisory Committee Budget Recommendation, Ryan Mello, Pierce County Flood Control Zone District Advisory Committee, Chair
7. Recommendation to the Board of Supervisors for "a Resolution of the Pierce County Flood Control Zone District Relating to the Finances of the Pierce County Flood Control Zone District; Authorizing a Property Tax Levy to Implement the District's 2020 Budget; Reserving Banked Capacity; and Protecting up to \$.25 per \$1,000 of Assessed Value of the District's Property Tax Levy from Proration."
8. Recommendation to the Board of Supervisors for a "Resolution of the Pierce County Flood Control Zone District Board of Supervisors, Adopting the 2020 Budget and Authorizing Improvements."
9. Motion to Approve Insurance Broker Agreement and invoice for Brown & Brown of Wa., Inc.
10. Follow-up on Contract with Francis and Company
11. Advisory Committee Appointments Update, Melissa McFadden, District Administrator

12. Other Business

- State Audit Schedule

13. 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>

**MINUTES**  
**PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT**  
**BOARD OF SUPERVISORS EXECUTIVE COMMITTEE MEETING**  
**JULY 17, 2019**

*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 special meeting was called to order at 9:40 a.m. by Chair Young.

2. **Roll Call**

The Clerk called the roll.

Executive Committee Supervisors present: Derek Young, Chair; Dave Morell, Vice Chair (Pam Roach, Member, was excused.)

Also present: Kjristine Lund, Independent Consultant, Lund Consulting, Inc.; Planning and Public Works Department staff: Anne Marie Marshall-Dody, Melissa McFadden, Bruce Wagner, and Brynne Walker

Council Staff present: Judy Hurley, Councilmember Assistant

3. **Approval of Agenda:** July 17, 2019

Without objection, the Agenda was approved as presented.

4. **Approval of Minutes:** June 4, 2019 Executive Committee Special Meeting

Morell moved approval of the Minutes; motion seconded. The question was called; the Minutes were approved as presented.

5. **Public Comment:** The Chair called for public comment; there was none.

6. **A Resolution of the Pierce County Flood Control Zone District, Approving an Interlocal Agreement Between the District and the Pierce Conservation District**

Lund explained the intent of the Resolution. She provided an update on the status of the Interlocal Agreement, as contained in Exhibit A to the Resolution, between the Flood Control Zone District and the Conservation District; ensuring that all issues are covered within the document. McFadden is working with the Conservation District on what projects they anticipate. In response to Morell's encouragement of partnering with the Conservation District on flood benefits, Lund explained King County's partnership with private property owners on their Home Elevation Program.

Following discussion, Lund stated the Resolution will likely be presented to the Board of Supervisors at the October meeting.

**7. Draft Interlocal Agreement between the Pierce County Flood Control Zone District and Pierce Conservation District**

Agenda item 7 was covered in item 6 above.

**8. 2020 Budget Scenarios**

Lund stated staff is in the early development phase of budget development and is in discussions with the Advisory Committee who encouraged the District to: restore .10 cents per \$1,000; how to treat set aside monies for the local match related to the Army Corps General Investigation Study now that the study is shelved. She also noted that the maintenance budget related to levees is likely to increase due to vegetation management issues. Pierce County is documenting their maintenance work and may request additional funding support in the future. Lund reported that staff have added new construction in the revenue numbers based on the discussion from the last Executive Committee meeting. Walker explained new construction assessed value since inception of the District, and explained the draft budget assumptions 2020-2025 funding options. (A copy of the draft budget assumptions is contained in the meeting record.) Lund stated the Advisory Committee is recommending preliminary option D.

Bruce Wagner, Maintenance and Operations Division Manager, Planning and Public Works Department, explained his division and processes that are used to deliver services; spoke on vegetation control in a joint effort with USACE and Tribes. Discussion ensued on whether the congressional delegation can help with the vegetation standards in the Northwest. Lund stated providing information for the delegation on the issue would be good. In answer to Morell's question where the vegetation pilot programs are located, Wagner will provide a map. Wagner spoke on encampment response on the rivers and processes being developed and the allocated dollar amounts.

Discussion ensued on the fund balance policy and the strategic reserve fund. Lund spoke on history of maintenance and how the District had arrived at the 15% of total revenue funding level.

Lund stated that with funding options A and B, at 1% revenue growth, does not meet the goals of rebuilding the strategic reserve account; the Chair reiterated his position not go over 1% increase over the prior year's levy. Discussion ensued about how to meet the fund balance target of \$2.5 million. Staff answered questions and said that existing projects would need to be cut in order to meet that goal. In answer to Morell's question about the purpose of the strategic reserve, Young explained he envisioned the strategic reserve to be available if needed for a grant or emergency. The \$2.5 million was over the amount originally set up and the Board used that funding for projects. Young said he expected that fund to be replenished within three years as stated in the fund balance policy. He noted that 2019 is year one of the three-year goal for the strategic reserve fund being funded.

9. **Motion to Approve Contract with Francis and Company for Accounting Services**  
Lund provided an update on the RFPs received from independent accounting firm to submit financials to the state auditor. Two have been received and she explained both firms are qualified. She and Paul Bocchi, Budget Analyst, Council staff reviewed the proposals. She recommends Francis and Company due to their proposed budget and hourly rates being more in-line with the District's budget and anticipated scope for accounting services. Morell moved Francis and Company for accounting services; motion seconded and passed.
10. **Follow-up on information requests, Kjristine Lund, Executive Director Drainage Districts Research Findings**  
Lund provided an update on Drainage Districts as requested by the Executive Committee. She said legal counsel has researched the topic and concluded that flood district revenue can be used for drainage district maintenance. She noted this is a policy issue for the Board to decide if they want to take on drainage district responsibilities. The Chair requested that the information be provided to Supervisor Roach who asked the question; however, said he is not interest in taking on the responsibility since there is no revenue to support the responsibility.
11. **Advisory Committee Appointments Update, Melissa McFadden, District Administrator**  
Marshall-Dody provided an update on the process and stated names have been sent to the Executive's Office, however, the Constituent Services Director is not available at this time due to vacation. The Chair requested staff encourage those that applied to attend the meetings for informational purpose.
12. **Other Business**
- Correspondence from City of Sumner- Lund referred to the letter contained in the meeting file.
  - Financial Report
13. **Adjournment**  
There being no further business, the Flood Control Zone District Executive Committee Meeting was adjourned at 10:55 a.m.

Approved:

\_\_\_\_\_  
Derek Young, Board Chair

\_\_\_\_\_  
Date Approved

Attest:

\_\_\_\_\_  
Kate Kennedy, CMC  
Clerk of the Board



August 15, 2019

Pierce County Flood Control Zone District  
Board of Supervisors  
930 Tacoma Avenue  
Room 1046  
Tacoma, WA 98402

Derek Young, Chair, Pierce County Flood District Board of Supervisors, District 7  
Dave Morrell, Vice Chair, Supervisor, District 1  
Pam Roach, Supervisor, District 2  
Jim McCune, Supervisor, District 3  
Connie Ladenburg, Supervisor, District 4  
Douglas Richardson, Supervisor, District 5  
Marty Campbell, Supervisor, District 6

Re: Advisory Committee Recommendations for the 2020-2025 Flood District Budget

Dear Chairman Young and Members of the Pierce County Flood Control Zone District Board of Supervisors:

The Pierce County Flood Control Zone District (FCZD) Advisory Committee (the Committee) would like to present the Board of Supervisors (Board) with its recommendations for the 2020 operating and capital budget. Our vote on this recommendation was unanimous.

We are pleased to provide our volunteer services to help shape the investments made by the District to date to protect life and property in Pierce County. These investments include the completed Calistoga Levee in Orting, the flood wall at the City of Tacoma Wastewater Treatment Plant, flood resilience measures at the City of Puyallup Wastewater Treatment Plant, property acquisitions in several river basins, revetments, maintenance activities along 69 miles of flood control structures, and several Opportunity Fund projects.

The investments by the Flood District follow best practices to improve habitat conditions through levee setbacks, floodplain reconnection, shoreline habitat restoration, water quality improvements, and habitat creation for juvenile salmonids.

We are highly concerned about the flood risks to the regional economy as well as to infrastructure, and public safety. While annual tax collections for the FCZD are currently \$8.7M, our identified Capital Plan of Development from 2018 (CPOD) is \$674M of necessary investments to protect life, property, our environment and economy from catastrophic flooding. We are far short of the funding needed to address critical needs. Our concerns include the projects along the White River, extension of the Calistoga Levee to include the area known as the Jones Levee, as well as the significant project needs identified along the Lower Puyallup which were included in the Army Corps of Engineers General Investigation (GI) Study that protect Interstate 5 and major industry in the tideflats of Tacoma.

Economic analysis completed as part of the CPOD estimated that a major flood in Pierce County could generate flood-related losses in excess of \$725 million. At that time, there were 11,868 jobs at businesses located within the 100-year floodplain. Personal property losses could range from \$199 million to \$520 million. Economic output losses could be anywhere between \$12.6 million and \$46 million. When I-5 closed from flooding in Chehalis County, they lost more than \$10 million per day.

Delays caused by road and rail closures are estimated to cost \$12.6 to \$19.3 million. People and businesses countywide rely on these transportation routes. In the event of a 100-year flood, road and rail closures would include:

- Amtrak, BNSF, and UP railways
- Interstate 5
- Pacific Highway / State Route 99
- State Route 410
- State Route 509
- Access to Mount Rainier

These costs all reflect work done for the 2013 CPOD. Recent estimates by the City of Sumner related only to the needs along the White River estimate that the assessed value of properties currently threatened by flooding is \$1.14 billion. This does not include the value of the goods and equipment within the buildings. Sumner also has data to show that there are over 14,000 family wage jobs in the areas at risk of flood damage. The City of Sumner projects alone along the White River are estimated to cost \$114.8 million.

This economic value, the protection of infrastructure, jobs, and public safety are all reasons to make the modest yet important investment using FZCD revenue.

We are concerned that while the Corps has set-aside their work on the GI from their national perspective, the flood risks are real for the people of Pierce County and Washington state. We must continue to advance these projects and be ready to partner with the state, local jurisdictions, and private interests when opportunities arise and have the local revenue to match these state and federal sources.

We thank the Board for its decision to create a Flood Control Zone District and to use the regional tax levy to partner with local jurisdictions, including unincorporated Pierce County, to build projects and to maintain the levee system for flood risk reduction. Flooding affects not only those directly faced with flood damage. The entire region suffers from flooding when flooding interrupts the transportation network, the flow of goods and workers, environmental harm when wastewater treatment plants are damaged and when resources for County services need to be diverted to attend to flood emergencies and repairs.

However, we are concerned that the District is not standing behind its original commitment to levy tax revenue at the equivalent rate of 10 cents per thousand to provide the revenue needed to continue making progress on critical infrastructure projects. We always understood that a future revenue increase might be considered when local match would be needed to partner with the Army Corps. We did not expect that the District would *reduce* the levy amount and rely more extensively on Surface Water Management Fees paid for by unincorporated area residents for flood capital projects and maintenance that benefit Pierce County as a whole.

We urge you to restore the District's funding levy to 10 cents per thousand. This is still well below the statutory authority of the District and would cost about \$35.05 per year on a median value home value of \$350,500. Attached to this letter is a chart showing the history of the Pierce County Flood Control Zone District levy and the ground we are losing in revenue needed for critical projects.

Our recommended Budget for the District for 2020 through 2025 meets the following objectives:

- Stays within the statutorily allowed increases
- Meets the District original policy direction of a levy rate equivalent to 10 cents per thousand
- Allocates 15% to maintenance of the levee system
- Allocates 10% to local jurisdictions for the Opportunity Fund Program

Pierce County Flood Control Zone District  
Advisory Committee 2020 Budget Recommendation  
August 15, 2019

- Restores to Strategic Reserve to a fund balance of \$2.5 million for emerging needs
- Allocates \$1 million per year for future large-scale capital projects such as design and construction of the Sumner White River projects, Jones levee, North Levee Road and others
- Continues the commitment of \$50,000 for the Puget Sound Shoreline Restoration Project in partnership with the Pierce Conservation District

The flooding risks in Pierce County still exist, even as we are making progress in addressing them. In many cases, such as the Jones levee, we risk significantly harming our investment of the Calistoga levee if we do not complete the system as designed.

The Advisory Committee has consistently discussed the need to provide greater geographic equity of Flood District funding and encourages the District to make investments that benefit all parts of the County.

We encourage you to accept our recommendations. If I may clarify any of these recommendations or be of any further assistance, please do not hesitate to contact me.

Sincerely,

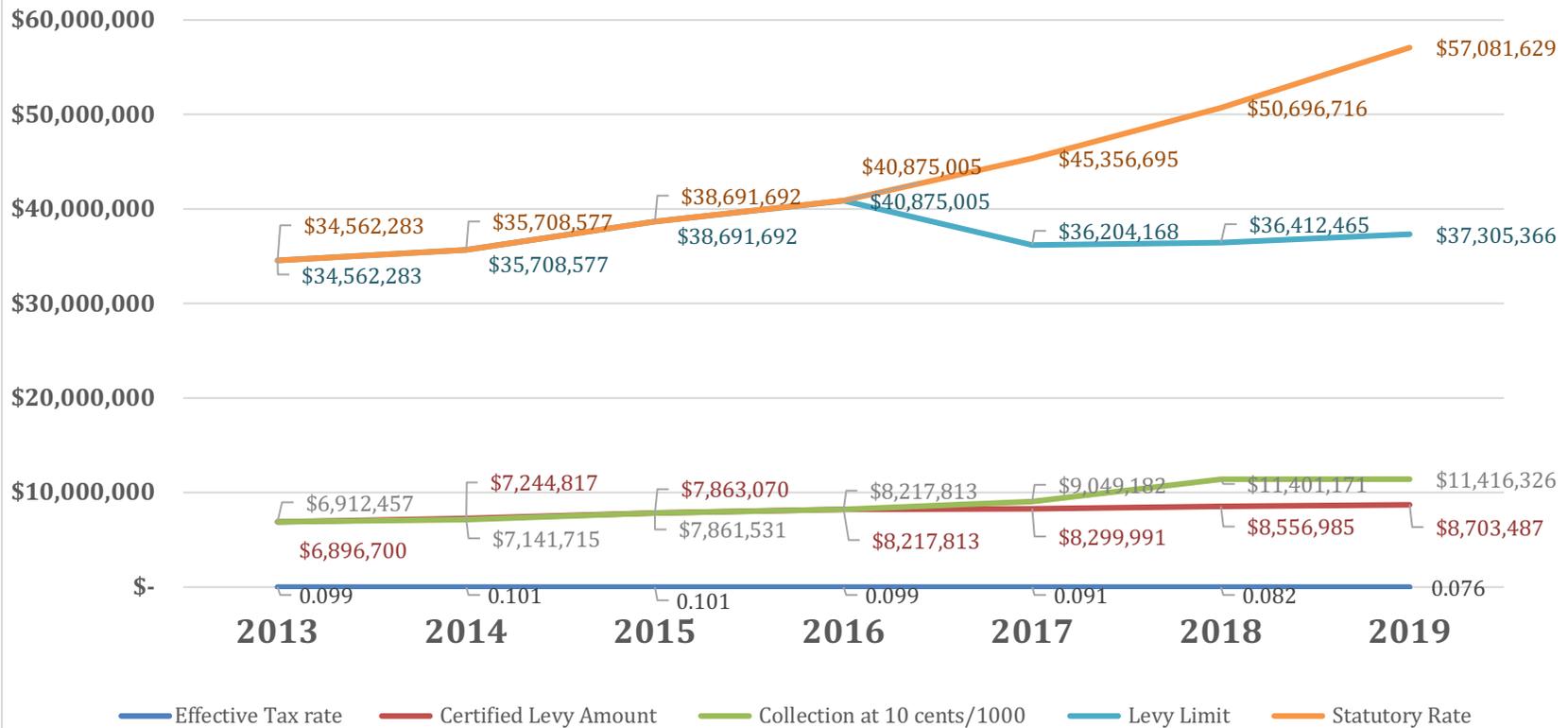


Ryan Mello, Tacoma City Council Member  
Chair  
Pierce County Flood Control Zone District (FCZD) Advisory Committee

cc: Pierce County Flood Control Zone District Advisory Committee Members  
Kjristine Lund, Executive Director, Pierce County Flood Control Zone District  
Melissa McFadden, District Administrator



### Pierce County Flood Control Zone District Levy History





### Executive Committee Recommendation

Pierce County Flood Control Zone District CIP 2020 - 2025						
Project Name	2020	2021	2022	2023	2024	2025
<b>Property Acquisition</b>	<b>\$ 2,825,000</b>	<b>\$ 2,500,000</b>	<b>\$ 2,980,000</b>	<b>\$ 4,017,500</b>	<b>\$ 3,100,000</b>	<b>\$ 3,400,000</b>
With estimated \$/year for each project						
<b>Alward Road Acquisition &amp; Setback Levee</b>	<b>\$ 300,000</b>	<b>\$ 300,000</b>	<b>\$ 380,000</b>	<b>\$ 500,000</b>	<b>\$ 600,000</b>	<b>\$ 900,000</b>
Lower Puyallup Clear Creek Acquisition and Levee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Carbon River Setback Levee Left Bank			\$ -	\$ 167,500		
Carbon River Floodplain Connection Right Bank	\$ 125,000					
Neadham Road Acquisition & Revetment	\$ 350,000	\$ 350,000				
White River Butte Pit Setback	\$ 250,000	\$ 250,000	\$ 400,000	\$ 350,000		
Lower White River(Pacific Pt Bar, L Bank Setback, 24th Street Setback)	\$ 1,500,000	\$ 1,200,000	\$ 1,200,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000
Middle Puyallup 128th St Comp Study	\$ 300,000	\$ 400,000	\$ 1,000,000	\$ 500,000		
<del>Calistoga Setback Phase 2 (Jones)</del>	<del>\$ 300,000</del>	<del>\$ 300,000</del>				
<b>Engineering / Studies / Construction</b>	<b>\$ 2,917,586</b>	<b>\$ 429,920</b>	<b>\$ 3,900,000</b>	<b>\$ 4,300,000</b>	<b>\$ 2,250,000</b>	<b>\$ 7,000,000</b>
White River Butte Pit Setback		\$ -		\$ -	\$ -	\$ 3,000,000
Lower White River (Restoration; 24th Street Setback)	\$ 400,000	\$ -	\$ 1,500,000	\$ 1,500,000		\$ -
*** Lower White River (Sumner Point Bar)	\$ 250,000	\$ 200,000			\$ -	\$ -
Lower White River(Left Bank Setback)	\$ 250,000	\$ 200,000			\$ -	
Middle Puyallup 128th St Comp Study					\$ 2,000,000	\$ 2,000,000
Alward Setback Levee(Preliminary Engineering)	\$ 77,890	\$ 29,920	\$ -	\$ -	\$ -	\$ -
Carbon River Setback Levee Left Bank			\$ -		\$ 250,000	\$ 2,000,000
Calistoga/Ken Wolfe Levee Carry-over 2018	\$ 17,816					
Orville Road @ Kapowsin Creek			\$ 1,000,000			
<del>Calistoga Setback Phase 2 (Jones)</del>	\$ -				<del>\$ 3,500,000</del>	
Orville Road Revetment (Phase 2C )	\$ 515,000	\$ -				
Neadham Road Revetment			\$ 1,400,000	\$ 2,800,000		
Upper Nisqually Channel Migration Protection	\$ 1,406,880					
<b>Total Six Year Capital Improvement Projects</b>	<b>\$ 5,742,586</b>	<b>\$ 2,929,920</b>	<b>\$ 6,880,000</b>	<b>\$ 8,317,500</b>	<b>\$ 5,350,000</b>	<b>\$ 10,400,000</b>
<b>Strategic and Emergent Needs Reserve</b>	<b>\$ 50,000</b>	<b>\$ 50,000</b>	<b>\$ 50,000</b>	<b>\$ 50,000</b>	<b>\$ 50,000</b>	<b>\$ 50,000</b>
Puget Sound Shoreline Project	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
<b>Total (including funds from Strategic Reserve)</b>	<b>\$ 5,792,586</b>	<b>\$ 2,979,920</b>	<b>\$ 6,930,000</b>	<b>\$ 8,367,500</b>	<b>\$ 5,400,000</b>	<b>\$ 10,450,000</b>

\*\*\* Please Note: This project formally known as Lower White River (Pacific Point Bar) is now called Sumner Point Bar

### Advisory Committee Recommendation

#### Pierce County Flood Control Zone District Six Year Financial Plan 2020 - 2025 10 Cents w/ New Construction & Interest



		2019	2020	2021	2022	2023	2024	2025	Total 2020-2025
<b>\$ 12,411,769 2018 154 Fund Balance</b>									
<b>Beginning 154.00 Fund Balance</b>		<b>\$ 3,418,840</b>	<b>\$ 5,815,407</b>	<b>\$ 4,052,868</b>	<b>\$ 7,325,352</b>	<b>\$ 6,920,570</b>	<b>\$ 6,451,558</b>	<b>\$ 5,023,766</b>	
<b>Operating Fund 154.00</b>	Tax Assessment	\$ 8,703,487	\$ 11,416,326	\$ 11,530,489	\$ 11,645,794	\$ 11,762,252	\$ 11,879,875	\$ 11,998,673	\$ 70,233,409
	Interest		\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 360,000
	<b>Total Revenue</b>	<b>\$ 8,703,487</b>	<b>\$ 11,476,326</b>	<b>\$ 11,590,489</b>	<b>\$ 11,705,794</b>	<b>\$ 11,822,252</b>	<b>\$ 11,939,875</b>	<b>\$ 12,058,673</b>	<b>\$ 70,593,409</b>
	Administration	\$ 429,318	\$ 442,198	\$ 455,463	\$ 469,127	\$ 483,201	\$ 497,697	\$ 512,628	\$ 2,860,315
	Deposit into the Strategic Reserve		\$ 2,500,000	\$ 350,000	\$ 350,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 3,350,000
	Operations and Maintenance	\$ 1,305,523	\$ 1,712,449	\$ 1,729,573	\$ 1,746,869	\$ 1,764,338	\$ 1,781,981	\$ 1,799,801	\$ 10,535,011
	Allocation for USACE Project Match	\$ -	\$ 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	\$ 870,349	\$ 1,141,633	\$ 1,153,049	\$ 1,164,579	\$ 1,176,225	\$ 1,187,987	\$ 1,199,867	\$ 7,023,341
	Capital Projects	\$ 3,701,730	\$ 6,442,586	\$ 3,629,920	\$ 7,380,000	\$ 7,817,500	\$ 8,850,000	\$ 10,400,000	\$ 44,520,006
	<b>Total Expenditures</b>	<b>\$ 6,306,920</b>	<b>\$ 13,238,865</b>	<b>\$ 8,318,006</b>	<b>\$ 12,110,576</b>	<b>\$ 12,291,264</b>	<b>\$ 13,367,666</b>	<b>\$ 14,962,296</b>	<b>\$ 74,288,673</b>
	<b>Ending Fund Balance</b>	<b>\$ 5,815,407</b>	<b>\$ 4,052,868</b>	<b>\$ 7,325,352</b>	<b>\$ 6,920,570</b>	<b>\$ 6,451,558</b>	<b>\$ 5,023,766</b>	<b>\$ 2,120,143</b>	
Recommended Minimum Fund Balance (6 Months Administration and O&M)		\$ 867,421	\$ 1,077,323	\$ 1,092,518	\$ 1,107,998	\$ 1,123,769	\$ 1,139,839	\$ 1,156,215	
<b>Beginning Strategic &amp; Emergent Needs Fund Balance</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,450,000</b>	<b>\$ 2,750,000</b>	<b>\$ 3,050,000</b>	<b>\$ 3,050,000</b>	<b>\$ 3,050,000</b>	<b>\$ -</b>
<b>Strategic Reserve 154.03</b>	Transfer from Fund 154.00	\$ 50,000	\$ 2,500,000	\$ 350,000	\$ 350,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 3,350,000
	Puget Sounds Shoreline Project	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 250,000
	Calistoga Phase II			\$ 300,000	\$ 300,000				\$ 600,000
	<b>Ending Fund Balance</b>	<b>\$ -</b>	<b>\$ 2,450,000</b>	<b>\$ 2,750,000</b>	<b>\$ 3,050,000</b>	<b>\$ 3,050,000</b>	<b>\$ 3,050,000</b>	<b>\$ 3,050,000</b>	<b>\$ 2,500,000</b>
<b>2018 Beginning 154.01 Fund Balance:</b>		<b>\$ 3,492,929</b>	<b>\$ 3,863,278</b>	<b>\$ 4,504,910</b>	<b>\$ 5,157,959</b>	<b>\$ 5,822,539</b>	<b>\$ 6,498,764</b>	<b>\$ 7,186,751</b>	
<b>Opportunity Fund 154.01</b>	Transfer from Fund 154.00	\$ 870,349	\$ 1,141,633	\$ 1,153,049	\$ 1,164,579	\$ 1,176,225	\$ 1,187,987	\$ 1,199,867	\$ 7,023,341
	Expenditures	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 3,000,000
	<b>Ending Fund Balance</b>	<b>\$ 3,863,278</b>	<b>\$ 4,504,910</b>	<b>\$ 5,157,959</b>	<b>\$ 5,822,539</b>	<b>\$ 6,498,764</b>	<b>\$ 7,186,751</b>	<b>\$ 7,886,619</b>	<b>\$ 4,023,341</b>
<b>2018 Beginning 154.02 Fund Balance:</b>		<b>\$ 5,500,000</b>	<b>\$ 5,500,000</b>	<b>\$ 6,500,000</b>	<b>\$ 7,500,000</b>	<b>\$ 8,500,000</b>	<b>\$ 9,500,000</b>	<b>\$ 10,500,000</b>	<b>\$ 11,500,000</b>
<b>Mega Project Match Fund 154.02</b>	Transfer from Fund 154.00	\$ -	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 6,000,000
	Expenditures	\$ -							
	<b>Ending Fund Balance</b>	<b>\$ 5,500,000</b>	<b>\$ 6,500,000</b>	<b>\$ 7,500,000</b>	<b>\$ 8,500,000</b>	<b>\$ 9,500,000</b>	<b>\$ 10,500,000</b>	<b>\$ 11,500,000</b>	<b>\$ 11,500,000</b>

### Advisory Committee Recommendation

Pierce County Flood Control Zone District CIP 2020 - 2025						
Project Name	2020	2021	2022	2023	2024	2025
<b>Property Acquisition</b>	<b>\$ 3,525,000</b>	<b>\$ 3,200,000</b>	<b>\$ 3,480,000</b>	<b>\$ 3,517,500</b>	<b>\$ 3,100,000</b>	<b>\$ 3,400,000</b>
With estimated \$/year for each project						
<b>Alward Road Acquisition &amp; Setback Levee</b>	\$ 1,000,000	\$ 1,000,000	\$ 880,000	\$ -	\$ 600,000	\$ 900,000
Lower Puyallup Clear Creek Acquisition and Levee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Carbon River Setback Levee Left Bank			\$ -	\$ 167,500		
Carbon River Floodplain Connection Right Bank	\$ 125,000					
Neadham Road Acquisition & Revetment	\$ 350,000	\$ 350,000				
White River Butte Pit Setback	\$ 250,000	\$ 250,000	\$ 400,000	\$ 350,000		
Lower White River(Pacific Pt Bar, L Bank Setback, 24th Street Setback)	\$ 1,500,000	\$ 1,200,000	\$ 1,200,000	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000
Middle Puyallup 128th St Comp Study	\$ 300,000	\$ 400,000	\$ 1,000,000	\$ 500,000		
<b>Engineering / Studies / Construction</b>	<b>\$ 2,917,586</b>	<b>\$ 429,920</b>	<b>\$ 3,900,000</b>	<b>\$ 4,300,000</b>	<b>\$ 5,750,000</b>	<b>\$ 7,000,000</b>
White River Butte Pit Setback		\$ -		\$ -	\$ -	\$ 3,000,000
Lower White River (Restoration; 24th Street Setback)	\$ 400,000	\$ -	\$ 1,500,000	\$ 1,500,000		\$ -
** Lower White River (Sumner Point Bar)	\$ 250,000	\$ 200,000			\$ -	\$ -
Lower White River(Left Bank Setback)	\$ 250,000	\$ 200,000			\$ -	
Middle Puyallup 128th St Comp Study					\$ 2,000,000	\$ 2,000,000
Alward Setback Levee(Preliminary Engineering)	\$ 77,890	\$ 29,920	\$ -	\$ -	\$ -	\$ -
Carbon River Setback Levee Left Bank			\$ -		\$ 250,000	\$ 2,000,000
Calistoga/Ken Wolfe Levee Carry-over 2018	\$ 17,816					
Orville Road @ Kapowsin Creek			\$ 1,000,000			
*Calistoga Phase II	\$ -	\$ -			\$ 3,500,000	
Orville Road Revetment (Phase 2C )	\$ 515,000	\$ -				
Neadham Road Revetment			\$ 1,400,000	\$ 2,800,000		
Upper Nisqually Channel Migration Protection	\$ 1,406,880					
<b>Total Six Year Capital Improvement Projects</b>	<b>\$ 6,442,586</b>	<b>\$ 3,629,920</b>	<b>\$ 7,380,000</b>	<b>\$ 7,817,500</b>	<b>\$ 8,850,000</b>	<b>\$ 10,400,000</b>
<b>Strategic and Emergent Needs Reserve</b>	<b>\$ 50,000</b>	<b>\$ 350,000</b>	<b>\$ 350,000</b>	<b>\$ 50,000</b>	<b>\$ 50,000</b>	<b>\$ 50,000</b>
Puget Sound Shoreline Project	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Calistoga Phase II		\$ 300,000	\$ 300,000			
<b>Total (including funds from Strategic Reserve)</b>	<b>\$ 6,492,586</b>	<b>\$ 3,979,920</b>	<b>\$ 7,730,000</b>	<b>\$ 7,867,500</b>	<b>\$ 8,900,000</b>	<b>\$ 10,450,000</b>

\* Please Note: This project is dependent on the CPOD revision that will take place in 2023

\*\* Please Note: This project formally known as Lower White River (Pacific Point Bar) is now called Sumner Point Bar

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**RESOLUTION NO. 2019 -**

**A Resolution of the Pierce County Flood Control Zone District Relating to the Finances of the Pierce County Flood Control Zone District; Authorizing a Property Tax Levy to Implement the District’s 2020 Budget; Reserving Banked Capacity; and Protecting up to \$.25 per \$1,000 of Assessed Value of the District’s Property Tax Levy from Proration.**

**Whereas**, every year, Pierce County faces threats from flooding, the impacts of which are far-reaching and pose significant threats to public health and safety and economic activities throughout the County; and

**Whereas**, flood control facilities provide vital protection to the regional economy; and

**Whereas**, one of the most fundamental functions of government is to protect citizens and public and private property from the ravages of natural disasters such as flooding; and

**Whereas**, the District Board of Supervisors, after holding a hearing on **October 9, 2019**, and after duly considering all relevant evidence and the testimony presented, desires to collect by levy on property in the District an amount equal to the actual levy amount from the previous year, plus an increase of one percent, exclusive of the amounts that will be raised from an increase in assessed value due to the items listed in RCW 84.55.010, such as new construction and increases in the value of state-assessed property, in order to implement the 2020 work program in the best interests of the District and to meet the expected expenses and obligations of the District; and

**Whereas**, the Board of the District finds it necessary to protect the District’s tax levy from prorationing by imposing up to \$0.25 per \$1,000.00 of assessed value of the levy outside of the \$5.90 per \$1,000.00 assessed value limitation under RCW 84.52.043(2); **Now, therefore**

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

1        Section 1. The District’s actual levy amount from the previous year was  
2 \$8,703,487.36. An increase in the regular property tax levy is hereby authorized for the  
3 levy to be collected in the 2020 tax year. The dollar amount of the increase over the  
4 actual levy amount from the previous year shall be \_\_\_\_\_, which is a percentage  
5 increase of \_\_\_\_\_ percent from the previous year. This increase is exclusive of  
6 additional revenue resulting from new construction, improvements to property, newly  
7 constructed wind turbines, any increase in the value of state assessed property, and  
8 any annexations that have occurred and refunds made.

9  
10        Section 2. The levy amount for 2020 shall be \_\_\_\_\_, which is based on  
11 an estimate of the assessed value of the property in the District.

12  
13        Section 3. As authorized by RCW 84.55.092, the District continues to reserve its  
14 “banked capacity” for future regular tax levies of the District.

15  
16        Section 4. Pursuant to RCW 84.52.816, the Board shall protect the property tax  
17 levy of Section 1 of this Resolution from prorationing under RCW 84.52.010 by imposing  
18 up to \$0.25 per \$1,000 of assessed value of such tax levy outside of the \$5.90 per  
19 \$1,000 of assessed value limitation under RCW 84.52.043, if the taxes raised by such  
20 tax levy would otherwise be prorated under RCW 84.52.010.

21  
22  
23        **ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

24  
25  
26 ATTEST:

27        **PIERCE COUNTY FLOOD CONTROL**  
28        **ZONE DISTRICT**  
29        Pierce County, Washington

30  
31 \_\_\_\_\_  
32 Kate Kennedy, Clerk of the Board

31 \_\_\_\_\_  
32 Derek Young, Board Chair

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6 **RESOLUTION NO. 2019 -**  
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8

9 **A Resolution of the Pierce County Flood Control Zone District Board**  
10 **of Supervisors, Adopting the 2020 Budget and Authorizing**  
11 **Improvements.**  
12

13  
14 **Whereas**, pursuant to RCW 86.15.140, the District held a public hearing on the  
15 proposed 2020 Budget of the District on **October 9, 2019; and**  
16

17 **Whereas**, the Board desires to adopt the District's 2020 budget; and  
18

19 **Whereas**, by Resolution No. 2013-3s, the District Board of Supervisors adopted  
20 the District's comprehensive plan of development for flood and stormwater control,  
21 which is titled "Pierce County Flood Control Zone District Comprehensive Plan of  
22 Development," and is known as the Comprehensive Plan of Development or CPOD;  
23 and  
24

25 **Whereas**, Section 3 of Resolution No. 2013-3s provides that, pursuant to RCW  
26 86.15.110, the District Board of Supervisors must approve by subsequent resolution all  
27 flood control and storm water control improvements, prior to the extension,  
28 enlargement, acquisition, or construction of such improvements; and  
29

30 **Whereas**, Section 3 of Resolution No. 2013-3s, as required by RCW 85.15.110,  
31 further provides that such subsequent approval resolution, which may be a part of a  
32 District budget resolution, must (1) state whether the improvement is to be extended,  
33 enlarged, acquired or constructed, (2) state that the District comprehensive plan has  
34 been adopted, (3) state that the improvement generally contributes to the objectives of  
35 the District Comprehensive Plan, (4) state that the improvement will benefit the County  
36 as a whole, (5) state the estimated cost of the improvement, and (6) identify the data  
37 supporting the estimated cost; and  
38

39 **Whereas**, the District Advisory Committee reviewed and made recommendations  
40 to the Board about the 2020 Budget and the Board considered those recommendations  
41 in its deliberations; and  
42

43 **Whereas**, the District Board of Supervisors desires to approve improvements in  
44 accordance with Section 3 of Resolution No. 2013-3s; **Now, therefore**  
45

46 **BE IT RESOLVED by the Board of Supervisors of the Pierce County Flood**  
47 **Control Zone District as follows:**  
48

1           Section 1. The Board hereby adopts the 2020 Budget for the District, as set forth  
2 in Exhibits A, B, and C to this Resolution.

3  
4           Section 2. By Resolution No. 2013-3s, the Board adopted the District  
5 Comprehensive Plan.

6  
7           Section 3. The Board approves the extension, enlargement, acquisition or  
8 construction, as applicable, of the improvements included in the District Comprehensive  
9 Plan and identified in Exhibits C to this Resolution, and determines that such  
10 improvements generally contribute to the objectives of the District Comprehensive Plan  
11 and will be of benefit to the County as a whole.

12  
13           Section 4. The estimated cost of the improvements is stated in Exhibits C to this  
14 Resolution, and the supporting data for the estimated cost is on file with the District  
15 Administrator.

16  
17           Section 5. For improvements that will be constructed, preliminary engineering  
18 studies and plans either have been prepared or will be prepared, and have been filed or  
19 will be filed, with the District Administrator.

20  
21 **ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

22  
23  
24  
25 ATTEST:

**PIERCE COUNTY FLOOD CONTROL  
ZONE DISTRICT**

Pierce County, Washington

26  
27  
28  
29  
30 \_\_\_\_\_  
31 Kate Kennedy, Clerk of the Board

\_\_\_\_\_

Derek Young, Board Chair

**DRAFT Exhibit A**  
**2020 Work Plan**  
**Pierce County Flood Control Zone District**  
**(9-21-19)**

<b>Tasks</b>	<b>Board</b>	<b>Advisory Committee</b>	<b>Staff</b>
<b>Implement Opportunity Fund Program</b>	Monitor effectiveness of program	Track progress	Monitor Contracts and Scope
<b>Implement Capital Projects</b>	Monitor progress	Develop recommendations if scope or budget changes	Process contracts Process payments Monitor compliance
<b>Strategy to Address Projects Identified in the General Investigation Study</b>	Review of large capital project needs and funding strategies	Advise on priorities	Develop options
<b>Maintenance &amp; Operations</b>	Monitor work		Perform repairs and improvements needed to maintain system
<b>Budget Actions</b>	Approve 2021 Budget and Levy Annual and Six-Year CIP Opportunity Fund	Develop Project Recommendations	Technical work in support of decisions
<b>Flood Hazard Planning</b>	Updates on plan development process	Make recommendation to Board on Plan Update as topics arise	Technical work to prepare updated plan for Advisory Committee review and Board adoption
<b>Consider Standard Operating Procedures</b>	Review SOP and take action to approve if needed		Develop scope of work for operating procedures and draft SOPs for Board Review
<b>Administration</b>	Approval of contracts Monitor finances Track state audit		Support Board Executive Committee Advisory Committee Financial reports
<b>Communications and Liaison with Other Governments</b>	Presentations, Annual Report Correspondence, Media, Legislature, Congress	Support legislative initiatives	Web site, Outreach, Media, Cities, State, Federal

## BROKER SERVICES AGREEMENT

THIS **BROKER SERVICES AGREEMENT** (this "Agreement"), effective September 1, 2019 (the "Effective Date"), is made by and between **PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT** ("District"), and the Tacoma office of **BROWN & BROWN OF WASHINGTON, INC.**, ("Broker").

### Background

District wishes to retain Broker to perform certain specified insurance services as described in this Agreement. Broker wishes to perform such services according to the terms and conditions in this Agreement for the compensation set forth in this Agreement. The parties agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date and continue for a period of one (1) year, unless sooner terminated as herein provided.

2. **Relationship of Parties.** Broker is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, a joint venture relationship or partnership relationship. In consideration of the compensation paid to the Broker by the District, Broker will provide services to the District as an insurance broker. District acknowledges that Broker, or its parent company, Brown & Brown, Inc. ("Parent"), and related or affiliated companies (collectively with Parent, "B&B Affiliates"), may provide services as an insurance agent on behalf of certain insurance carriers or risk-bearing entities. District expressly consents to such relationship, if applicable, in the rendition of services by Broker under this Agreement.

3. **Broker Services.** Broker, subject to the terms of this Agreement, shall provide certain services set forth in the attached Schedule A (the "Services"), but only in relation to the lines of insurance identified in Schedule A ("Lines of Insurance").

**Nothing in this Agreement shall be construed to impose any obligations on Broker or limitations on Broker's compensation, relative to any lines of insurance or coverages other than as specifically delineated above.**

4. **District Responsibilities.** In consideration of the Services provided by Broker, District agrees as follows:

(a) District shall cooperate fully with Broker and the insurance companies with whom Broker solicits in the performance of Broker's obligations under this Agreement.

(b) District shall timely produce and complete accurate information including, but not

limited to, current financial information, statements of values, loss information and any other information, necessary for the effectuation of insurance coverage at the request of Broker. District further agrees to provide Broker with notice of any material changes in District's business operations, risk exposures or in any other material information provided under this Agreement. In addition, District shall carefully read each insurance policy issued to District in order to confirm the accuracy of the facts reflected therein and that the policy(ies) contain(s) the terms and coverages desired. District is responsible for recommending any changes to insurance policies issued to District.

(c) District shall timely pay all premiums and fees.

(d) District shall provide Broker with at least ninety (90) days notice in advance of any policy effective date in the event District intends to allow competing agents or brokers to solicit or market insurance to District.

5. **Compensation.** In consideration of the Services, District shall compensate Broker as set forth in Schedule B (the "Broker Services Fee"). With regard to the Broker Services Fee, District and Broker acknowledge and agree as follows:

(a) The Broker Services Fee is not a part of, but rather is in addition to, any premium that may be paid by the District for the Lines of Insurance.

(b) It is understood and agreed that Broker, or B&B Affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. Such contingent payments or allowances are not subject to this Agreement and will not be credited against the balance of the Broker Services Fee owed to Broker pursuant to this Agreement or paid to District. Upon District's written request, Broker agrees to furnish to

District certain information relating to Broker's receipt of such contingencies or allowances, if any.

(c) Broker may utilize insurance intermediaries (such as a wholesale insurance broker; managing general agent (MGA); managing general underwriter; or reinsurance broker) for the placement of District's insurance. In addition to providing access to the insurance company, the intermediary may provide the following services: (i) risk placement; (ii) coverage review; (iii) claims liaison services with the insurance company; (iv) policy review; and (v) current market intelligence. The compensation received by the insurance intermediary for placements and, if applicable, the services above is typically in the range of 5% to 15% of policy premium. There may be an intermediary utilized in the placement of your insurance, which may or may not be a B&B Affiliate. Any payments or allowances paid to the intermediary are not subject to this Agreement, and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to District.

(d) If District chooses to finance its premiums, Broker may assist District in the arrangement of such financing. Any payments or allowances paid to Broker for arranging premium financing are not subject to this section and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to District.

(e) Broker may, in the ordinary course of its business, receive and retain interest on premiums paid by the District from the date received by Broker until the date the premiums are remitted to the insurance company or intermediary. Any interest income retained by Broker on these premiums are not subject to this section and will not be credited against the balance of the fee owed to Broker pursuant to this Agreement or paid to District.

(f) Compensation for the Services specified under this Agreement is exclusive of all federal, state and local sales, use, excise, receipts, gross income and other similar taxes and governmental charges and fees. Any such taxes, charges or fees for the Services under this Agreement, now imposed or hereafter imposed during the term of this Agreement, shall be in addition to the compensation, premiums and charges set forth in this Agreement and shall be paid by District upon request.

(g) District acknowledges and agrees that the Broker Services Fee is reasonable in relation to the Services to be provided by Broker hereunder.

6. **Confidentiality.** To the extent consistent with performances of Broker's duties under this Agreement, Broker and District agree to hold in confidence Confidential Information (defined below). District acknowledges, however, that Broker will disclose Confidential Information as reasonably required in the ordinary course of performing the Services to insurance companies and other insurance intermediaries. "**Confidential Information**" means all nonpublic information and all documents and other tangible items (whether recorded information, on paper, in computer readable format or otherwise) relating to the disclosing party's business (including without limitation business plans, manner of doing business, business results or prospects), proposals, recommendations, marketing plans, reports, any of which (i) at the time in question is either protectable as a trade secret or is otherwise of a confidential nature (and is known or should reasonably be known by receiving party as being of a confidential nature) and (ii) has been made known to or is otherwise learned by receiving party as a result of the relationship under this Agreement. Confidential Information should be protected with the same reasonable care as each party protects its own Confidential Information.

Confidential Information will not include any information, documents or tangible items which (i) are a matter of general public knowledge or which subsequently becomes publicly available (except to the extent such public availability is the result of a breach of this Agreement), (ii) were previously in possession of receiving party as evidenced by receiving party's existing written records, or (iii) are hereafter received by receiving party on a non-confidential basis from another source who is not, to receiving party's knowledge, bound by confidential or fiduciary obligations to disclosing party or otherwise prohibited from transmitting the same to receiving party. In the event that Broker or District become legally compelled to disclose any of the Confidential Information, they shall provide the other party with prompt notice so that such party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the other party waives compliance with the provisions of the Agreement, such party may disclose such information as is necessary or advisable to comply with the legal process.

7. **Termination.**

(a) Either party may terminate this Agreement, without cause and for any reason whatsoever, by giving written notice of termination to

the other party at least ninety (90) days prior to the effective date of termination, which shall be specified in such written notice.

(b) Notwithstanding the provisions in sub-paragraph (a) above, District may terminate this Agreement upon the happening of any one of the following causes: (i) Suspension or termination of Broker's insurance license in the State of Washington if not cured by Broker within sixty (60) days following such suspension or termination; (ii) Broker's participation in any fraud; or (iii) Broker's material failure to properly perform its duties and responsibilities hereunder because of Broker's gross neglect, proven dishonesty, or commission of a felony.

(c) Notwithstanding the provisions in sub-paragraph (a) above, Broker may terminate this Agreement upon the happening of any one of the following causes: (i) District's failure to pay any Broker Services Fee more than five (5) days after such payment is due; (ii) District's participation in any fraud; or (iii) District's material failure to properly perform its duties and responsibilities hereunder because of District's gross neglect, proven dishonesty, or commission of a felony.

Termination for any cause enumerated in sub-paragraphs (b) or (c) shall become effective upon the delivery of written notice of termination to the breaching party or at such later time as may be specified in the written notice.

(d) Termination of this Agreement shall not release District from any accrued obligation to pay any sum to Broker (whether then or thereafter payable) or operate to discharge any liability incurred prior to the termination date.

8. **Notices.** Any notices required or permitted to be given under this Agreement shall be sufficient if in writing by Certified Mail to:

If to District:

Pierce County Flood Control Zone District  
1941-26<sup>th</sup> Avenue East  
Seattle, Washington 98112  
Attn: Kristine Lund  
Email: [klund@lundconsulting.com](mailto:klund@lundconsulting.com)

If to Broker:

Brown & Brown of Washington, Inc.  
2106 Pacific Avenue, Suite 501  
Tacoma, Washington 98402  
Attn: William Hobson  
Email: [bhobson@bbtacoma.com](mailto:bhobson@bbtacoma.com)

With a copy to:

Brown & Brown, Inc.  
220 S. Ridgewood Avenue  
Daytona Beach, FL 32114  
Attn: General Counsel  
Email: [legaldept@bbins.com](mailto:legaldept@bbins.com)

or such other address as either shall give to the other in writing for this purpose.

9. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision.

10. **Washington Law Applies; Venue.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington, without regard to its conflicts of laws principles. Exclusive venue is agreed to be in a state or federal court of competent jurisdiction in or for Pierce County, Washington.

11. **Limitation of Liability; Waiver of Jury Trial.** THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF THIS AGREEMENT. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

12. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns.

13. **Entire Agreement.** This Agreement (including the schedules, documents and instruments referred to herein or attached hereto) constitutes the

entire agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. The Agreement shall not be modified except by a written agreement dated subsequent to

the date of this Agreement and signed on behalf of District and Broker by their respective duly authorized representatives.

**[Remainder of page intentionally left blank – signature page follows.]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

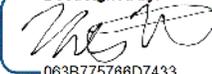
**DISTRICT:**

**Pierce County Flood Control Zone District**  
a Washington county authority

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BROKER:**

**Brown & Brown of Washington, Inc.**  
a Washington corporation

DocuSigned by:  
  
063B775788D7433... | Hobson  
Title: \_\_\_\_\_ **EVP**

**SCHEDULE A**

**BROKER SERVICES**

Subject to the terms of this Broker Services Agreement, Broker shall provide the Services listed below, but only in relation to the following Lines of Insurance: (a) General Liability; (b) Property; (c) Crime; and (d) Automobile.

**Services are as follows:**

- a. Evaluate District's business practices with regard to risk and possible transfer of risk to third parties and conduct regular, scheduled meetings with District to review District's risk management program.
- b. Review and analyze District's existing insurance coverage and identify potential lines of coverage or coverage enhancements to improve District's insurance program.
- c. Analyze current insurance market conditions and advise District of significant implications for District's insurance program.
- d. Facilitate, market, and procure quotations from carriers; review and analyze quotations and provide proposals for review by District.
- e. Secure and bind all coverage accepted by District.
- f. Coordinate loss prevention services provided by any insurance company with those services provided by Broker.
- g. Analyze past and current claim and loss history information and advise District of significant implications for District's insurance program.

**SCHEDULE B**  
**COMPENSATION**

**Broker Services Fee:**

In consideration of the Services, District shall compensate Broker **in the amount of ONE THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$1,500.00)** (the "Broker Services Fee"). The Broker Services Fee shall be fully earned and payable upon District's execution and delivery of this Agreement. The Broker Services Fee is not a part of, but rather is in addition to, any premium that may be paid by the District for the Lines of Insurance.

**Insurer Commissions:**

Broker agrees that it will not receive any commission for the placement of District's insurance business pursuant to this Agreement. If Broker receives any such commission payments from an insurer in error or otherwise, Broker agrees to refund the Broker Service Fees in the amount of such commission payment, credit the commission against the Broker Services Fee or take such other action, if any, as shall in all cases comply with applicable law.

**Brown & Brown of WA, Inc.**

2106 Pacific Ave  
Suite 501  
Tacoma, WA 98402

**INVOICE**

<b>Customer</b>	Pierce Co. Flood Control Zone
<b>Acct #</b>	1993
<b>Date</b>	08/15/2019
<b>Customer Service</b>	(253)396-5500
<b>Page</b>	1 of 1

**Pierce Co. Flood Control Zone**  
1941 - 26th Avenue East  
Seattle, WA 98112

Payment Information	
<b>Invoice Summary</b>	\$ 1,500.00
<b>Payment Amount</b>	
<b>Payment for:</b>	Invoice#1385000
BROKERSERVICEFEE	

Thank You

Please detach and return with payment



Customer: Pierce Co. Flood Control Zone

Invoice	Effective	Transaction	Description	Amount
1385000	09/01/2019	Renew policy	Policy #BROKERSERVICEFEE 09/01/2019-09/01/2020 Brown & Brown Insurance Broker Fee 2019 - Renew policy	1,500.00

<b>Total</b>
\$ 1,500.00

Thank You

Please Remit Payment Upon Receipt

<b>Brown &amp; Brown of WA, Inc.</b> 2106 Pacific Ave Suite 501 Tacoma, WA 98402	(253)396-5500	<b>Date</b> 08/15/2019
--	---------------	---------------------------