1. February 18, 2026 Meeting Packet

    Documents:

        20260218 SPC FCZD EXECUTIVE BOARD PACKET.PDF

Board of Supervisors Executive Committee

Dave Morell, Chair
Paul Herrera, Vice Chair
Bryan Yambe, Member

Clerk: Brenna Price, (253) 798-6696

SPECIAL MEETING AGENDA

Meeting Date: February 18, 2026
Time: 1:30 P.M.
Place: Pierce County Council Chambers
930 Tacoma Avenue South, Room 1045, Tacoma, WA

Join Zoom Meeting:
https://piercecountywa.zoom.us/j/97066658692
(253) 215-8782 Webinar ID: 970 6665 8692

Agenda Items:

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Public Comment

Action

5. Resolution No. 2026-2, A Resolution of the Pierce County Flood Control Zone District Board of Supervisors Amending the Fund Balance Policy of the Pierce County Flood Control Zone District.
6. Resolution No. 2026-3, A Resolution of the Pierce County Flood Control Zone District Board of Supervisors Relating to the Lower Puyallup Rivier; Initiating the Planning Process for an Action Plan; Directing the Formation of a Task Force to Make Recommendations; and Directing the Development of a Legislative Strategy for State and Federal Support.

Discussion

7. Resolution No. 2026-4, A Resolution of the Pierce County Flood Control Zone District Relating to District Flood and Stormwater Projects and Approving an Interlocal Agreement Between the District and the City of Sumner for District Funded Projects.
8. Resolution No. 2026-5, A Resolution of the Pierce County Flood Control Zone District Relating to District Flood and Stormwater Projects and Approving an Interlocal Agreement Between the District and the City of Gig Harbor for a District Funded Project.

9. Resolution No. 2026-6, A Resolution of the Pierce County Flood Control Zone District Board of Supervisors Amending Budget Resolution No. 2025-5 of the Pierce County Flood Control Zone District Board of Supervisors.

10. Motion to Amend Professional Services Contracts for Ogden Murphy Wallace, Francis & Company, Lund Consulting Inc., and Parametrix.

Information

11. Policy Guidance Documents for Public: Budget and Comprehensive Plan

12. Executive Director Report

13. District Administrator Report

14. Adjourn

RESOLUTION NO. 2026-2

A Resolution of the Pierce County Flood Control Zone District Board of Supervisors Amending the Fund Balance Policy for the Pierce County Flood Control Zone District.

Whereas, the Pierce County Flood Control Zone District (District) adopted a Fund Balance Policy on September 20, 2017, with Resolution No. 2017-3; and

Whereas, the District established an Opportunity Fund on June 5, 2013, with Resolution No. 2013-2; and

Whereas, the Pierce County Flood Control Zone District Board of Supervisors (Board) desires to clarify definitions of terms used in the Fund Balance Policy for reporting on the Fund Balance to ensure transparency and accountability; and

Whereas, the Board further desires that the Fund Balance Policy set aside funding for the Opportunity Fund; and

Whereas, the Board further desires that the Fund Balance Policy set aside additional funding for the Lower Puyallup Action Plan; and

Whereas, the Board further desires that the Fund Balance Policy no longer include references to the US Army Corps of Engineers General Investigation, which is no longer in effect; and

Whereas, the Board further desires that the Fund Balance Policy provide guidance concerning the desired level of fund balance to be maintained by the District to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures and other related contingencies; **Now Therefore,**

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

Section 1. The board of supervisors adopts the "Fund Balance Policy" attached as Exhibit A to this resolution, which replaces and supersedes Exhibit A to FCZD Resolution No. 2017-3.

ADOPTED this _____ day of _____, 2026.

ATTEST:

PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT
Pierce County, Washington

Brenna Price
Clerk of the Board

Dave Morell
Flood Control Zone District Chair

Fund Balance Policy
Pierce County Flood District
February 18, 2026

1. **Policy Intent**

1.1. The Board of Supervisors of the Pierce County Flood Control Zone District (the District) recognizes that the maintenance of a fund balance is essential to the preservation of the financial integrity of the District and is fiscally advantageous for both the District and its taxpayers. This policy is created in consideration of unanticipated events that could adversely affect the financial condition of the District and jeopardize the continuation of necessary public services.

1.2. This policy is intended to provide guidance to the Board of Supervisors (Board) to establish the appropriate level of unrestricted fund balances to be maintained, the conditions under which the unrestricted fund balance may be used, and the process for reestablishing the unrestricted fund balance after it has been used for an authorized purpose.

1.3. Maintaining a fund balance is necessary to protect the district in the event of a decline in property tax revenues, economic downturns, and emergencies for example. While the District itself has a very small administrative cost, it contracts with other jurisdictions, including Pierce County, through interlocal agreements, to deliver programs, projects, and services.

1.4. Pierce County relies upon district funding to implement the District's work program including capital projects, maintenance, technical studies, and contract administration.

1.5. This policy establishes goals and provides guidance concerning the desired level of fund balance to be maintained by the district to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and other related contingencies.

1.6. The Government Accounting Standards Board (GASB) Statement 54 provides direction for fund balance reporting which the District's financial statements will conform.

1.7. This policy is written in lay language to provide clarity to the multiple audiences who review financial information about the district.

2. Fund Balance Definition

2.1. The District is authorized under Chapter 86.15 Revised Code of Washington (RCW), and RCW 86.15.130 states the county treasurer of each zone shall establish a flood control fund for each zone into which shall be deposited the proceeds of all tax levies, assessments, gifts, grants, loans, or other revenues which may become available to a zone.

2.2. The treasurer shall also establish the following accounts within the zone fund:

2.2.1. For each flood control improvement financed by a bond issue, an account to which shall be deposited the proceeds of any such bond issue; and

2.2.2. An account for each outstanding bond issue to which will be deposited any revenues collected for the retirement of such outstanding bonds or for the payment of interest or charges thereon; and

2.2.3. A general account to which all other receipts of the zone shall be deposited.

2.3. The District's funds may only be used for purposes authorized under Chapter 86.15 RCW.

2.4. The fund balance is those funds remaining after the District's assets have been used to meet its liabilities.

2.5. The fund balance is required to be reported in four components: Restricted Fund Balance, Committed Fund Balance, Assigned Fund Balance, and Unassigned Fund Balance.

2.5.1. *Restricted Fund Balance* includes amounts that can be spent only for the specific purposes stipulated by external resource providers, or through enabling legislation.

2.5.2. *Committed Fund Balance* classification includes amounts that can be used only for the specific purposes determined by a formal action of the government's highest level of decision-making authority. (Opportunity Fund and Large Capital Projects Fund).

2.5.3.*Assigned Fund Balance* classification includes amounts that are intended to be used by the District for specific purposes but do not meet the criteria to be classified as restricted or committed, such as for working capital, and strategic reserves.

2.5.4.*Unassigned Fund Balance* is the residual classification for the District's general fund and includes all spendable amounts not contained in the other classifications. Unassigned funds may be used for any purpose authorized by Chapter 86.15 RCW and may be

designated to express the district's intention to use those funds in a particular manner such as working capital, insurance reserves, and other funding needs of the district.

3. **Fund Balances Goals**

3.1. Prudently plan for and fund future expected costs;

3.2. Meet legal, contractual, or existing policy requirements;

3.3. Establish fund amounts for anticipated mismatches between revenue and expenditures;

3.4. Meet seasonal cash flow shortfalls;

3.5. Maintain services during short periods of economic decline;

3.6. Meet emergency conditions including flood disasters; and

3.7. Provide levy rate stability.

4. Fund Balance Policies

4.1. The District's Board of Supervisors is the highest level of decision-making authority and is responsible for establishing the fund balance policy for the district by resolution.

4.2. Through the annual budget process, the district will determine a multi-objective fund balance sufficient to meet the following purposes:

4.2.1. The District's required insurance reserve as determined by the District's insurance carrier;

4.2.2. Cash flow reserves shall be maintained at levels so the timing lags between revenues and expenditures are normally covered without incurring negative cash balances.

4.2.3. Funds sufficient to continue district operations and meet contract obligations such as the interlocal agreement with Pierce County to provide services to the flood district for 6 months: working capital reserve in the amount of 6 months of the annual budget will be maintained as part of assigned fund balance.

4.2.4. The value of any inventory balances and prepaid expenses;

4.2.5. To the extent district contracts include wind down or minimum payment requirements, the District will maintain a sufficient fund balance to meet these contract obligations;

4.2.6.The principal of any permanent funds that are legally or contractually required to be maintained intact; and

4.2.7. The balance of any land or other nonfinancial assets held.

4.3. The District will review any restrictions imposed by law through constitutional provisions or enabling legislation.

4.4. The District will maintain a fund balance equal to the required amount set up in accordance with

any debt covenants.

4.5. The District will establish and report programmatic fund balances, in accordance with Board approval, as part of committed fund balance. The District will set-aside funds for the following programs as long as these programs are a part of the District's annual budget:

4.5.1. Opportunity Fund allocation for each local jurisdiction is 10% of the annual levy base for the jurisdiction, or $50,000, whichever is greater.

4.5.2. The District will maintain funds within the Fund Balance for the Lower Puyallup Action Plan and implementation. The District will continue to set aside a minimum of $1 million per year for this purpose and will increase the set-aside as feasible in the annual capital budget process.

5. Future Capital Program Needs

5.1. The District relies on annual revenue to pay for multi-year capital projects. It takes multiple years to accrue sufficient resources to implement the full range of capital projects for the District. Funds that are not designated for the fund balance purposes described above are available to be programmed by the District through its annual operating and capital budget process. It is in the interest of the District to use fund balance for the six-year capital improvement program.

6. Restoring Fund Balance

6.1. If the fund balance at fiscal year-end falls below the goal, the District shall develop a restoration plan to achieve and maintain the minimum fund balance.

6.2. Where fund balance deficits exist, a gradual correction of the problem over a multi-year period may be preferable to a large one-time increase.

7. Financial Planning

7.1. The District should aim to establish an ending undesignated fund balance of zero unless stipulated elsewhere.

7.2. Factors to consider in establishing reserves include:

7.2.1. Future expenditures including equipment reserves;

7.2.2. Cash flow requirements to support operating expenses;

7.2.3. Legal or regulatory requirements affecting revenues, disbursements, and fund reserves;

7.2.4. Credit worthiness and capacity to support debt service requirements for enterprise funds;

7.2.5. Relative rate stability from year to year; and

7.2.6. Susceptibility to financial risks, revenue shortfalls or emergency or unanticipated expenses.

8. Strategic Reserve Fund

8.1.1. It is the District's intent to create a strategic reserve with any unallocated balance that is above the amount necessary to achieve the purposes of this policy.

8.1.2. The strategic reserve will be replenished by allocating interest income, refunds, project savings, and other unanticipated revenues to the strategic reserve fund.

8.1.3. The Executive Committee will make recommendations to the Board of Supervisors about projects, programs, or activities to be funded from the strategic reserve and may do so during the regular annual budget process, or at any regular or special meetings of the Board of Supervisors throughout the year.

8.1.4. The strategic reserve fund may be used to fund the following activities:

8.1.4.1. Advance funds to previously approved projects in the six-year CIP that are in a position to use the funding in that fiscal year;

8.1.4.2. Increase the set-aside for local match;

8.1.4.3. Fund one-time capital expenditures;

8.1.4.4. Fund one-time operating costs; and/or

8.1.4.5. Fund emergent needs.

8.1.5. It is the District's goal to replenish expenditures from the strategic reserve in section 8.1.4 within three years to a level of $2.5 million.

8.1.6. It is the District's intent that jurisdictions receiving assistance from the strategic reserve demonstrate a local match toward the expenditure as determined by the district administrator.

RESOLUTION NO. 2026-3

A Resolution of the Pierce County Flood Control Zone District Board of Supervisors Relating to the Lower Puyallup River; Initiating the Planning Process for an Action Plan; Directing the Formation of a Task Force to Make Recommendations; and Directing the Development of a Legislative Strategy for State and Federal Support.

Whereas, the Puyallup River Watershed originates on the glaciers of Mount Rainier in the Cascade Mountain range, draining 1,040 square miles of water downstream to the Lower Puyallup River Floodplain; and

Whereas, the Lower Puyallup River floodplain is characterized by a variety of land uses ranging from industrial near the outlet to Commencement Bay, to heavily urbanized residential and commercial in cities, as well as agricultural and rural; and

Whereas, the Lower Puyallup River floodplain was historically ecologically diverse but has been heavily modified by dredging, levees, construction, and impervious surfaces due to urbanization; and

Whereas, the Lower Puyallup River floodplain has experienced and is at risk of increased flooding that results in damage to both rural and urban areas throughout the basin; and

Whereas, flooding disproportionally affects people living in mobile home and recreational vehicle parks which are more likely to be located in mapped flood hazard areas than conventional stick-built homes; and

Whereas, the Port of Tacoma is located at the mouth and the lower reaches of the Puyallup River, is a federally-designated Strategic Seaport, and is considered by the U.S. Maritime Adminsitration as crucial for deploying military equipment and forces during contingencies and other national defense emergencies; and

Whereas, ECONorthwest prepared a Flood Risk Assessment and Economic Analysis for Pierce County in 2022 to provide an analysis of the county-wide conditions and impacts to property and infrastructure associated with current and future flooding in Pierce County; and

Whereas, the economic analysis found that damages from a large flood event in Pierce County are estimated at $838.9 million for roads and bridges, with road closures causing up to $3.0 million in costs due to transportation disruptions, and a catastrophic levee breech could cost $59.3 million from transportation delays; and

Whereas, sea level rise is expected to inundate large portions of the Port of Tacoma, which is a central hub for imports and exports for Pierce County and is a source of 42,100 jobs and almost $3 billion dollars of economic activity; and

Whereas, the U.S. Army Corps of Engineers (Corps) found basis for preparing a flood risk management general investigation to address flood risk and issued a draft integrated feasibility report and environmental impact statement in 2016; and

Whereas, the draft feasibility report issued by the Corps found that damage due to the 0.2% chance annual flood event in the Lower Puyallup River floodplain could exceed $3.4 billion; and

Whereas, Pierce County and partners have reduced flood risk by strengthening regulatory guidelines and investing more than $50 million into flood reduction measures since 2013; and

Whereas, Pierce County is updating the current flood maps and understanding of existing flood risk for the Lower Puyallup reach; and

Whereas, additional investment strategies need to be identifiedin flood reduction measures have been identified for future projects; and

Whereas, additional investment strategies need to be identified to continue the efforts; **Now Therefore,**

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

Section 1. The Pierce County Flood Control Zone District (PCFCZD) Board of Supervisors (Board)directs the PCFCZD Executive Director in partnership with the District Administrator to develop an action plan that provides a programmatic approach to updating and advancing flood risk reduction in the Lower Puyallup as identified in the District's Comprehenive Plan of Development, the Pierce County Comprehensive Flood Management Plan, and based in part upon the findings of the GI.

Section 2. The Board directs the formation of a Task Force to be chaired by the Chair of the Pierce County Flood Control Zone District to advocate for, accelerate the implementation of, and support the investment and funding of approved actions, while providing input to the development of the action plan. Invitations to participate on the Task Force shall be extended to elected officials from:

- Puyallup Tribe of Indians
- Pierce County;
- Port of Tacoma;
- City of Fife;
- City of Puyallup; and
- City of Tacoma

Section 3. The Board directs the PCFCZD Executive Director and District Administrator to develop a scope of work to guide the proposed approach in 2027.

Section 4. The Board directs the PCFCZD Executive Director and District Administrator to develop a legislative agenda for state and federal engagement with the Lower Puyallup strategy for consideration by the County Executive, County Council, and Board by November 30, 2026.

ADOPTED this _____ day of _____, 2026.

ATTEST:

PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT
Pierce County, Washington

_____
Brenna Price
Clerk of the Board

_____
Dave Morell
Flood Control Zone District Chair

DRAFT
Pierce County Flood Control Zone District
Lower Puyallup Task Force

Charter
(February 18, 2026)

District Vision: The Pierce County Flood Control Zone District (District) will take a proactive approach to funding actions that address riverine, urban, coastal, and groundwater flooding, ensuring that Pierce County residents can enjoy the multiple benefits of a secure and thriving Pierce County. The District is committed to assisting its partners by contributing funds to the building and maintaining of flood risk reduction measures that not only protect private and public property today but also improve habitat conditions and ensure the safety and economic vitality of Pierce County for the benefit of generations to come.

Lower Puyallup Task Force Vision: We envision a Lower Puyallup River corridor where flood risk is significantly reduced to our communities and industrial centers through strategic actions such as floodplain reconnection, levee setbacks, land conservation, and integrated land-use planning. This vision embraces collaboration among local municipalities, Tribal governments, and partners to create a dynamic system that balances human safety, ecological integrity, and economic vitality for generations to come.

Purpose: Through collaborative engagement, the Lower Puyallup Task Force will provide insight to assist the leadership of the District by:

- Advocating for, accelerating the implementation of, and supporting the investment and funding of flood risk reduction actions that may also provide other community benefits;
- Identifying and providing feedback on an action plan to update and advance flood risk reduction actions in the Lower Puyallup that progresses the District's vision; and
- Informing the development of a legislative agenda for state and federal engagement with the Lower Puyallup strategy.

Membership: The Task Force will be led by the Chair of the District Board of Supervisors. Its membership will consist of one elected official each from the Puyallup Tribe of Indians, Pierce County, Port of Tacoma, and the cities of Fife, Puyallup, and Tacoma.

Meetings: The Task Force will hold an initial meeting in June 2026 and then meet an additional three (3) times in the balance of 2026, including one tour in July 2026. The focus of the 2026 meetings will be to provide advice on the development of a Lower Puyallup action plan. Thereafter, District leadership may seek additional meetings of the Task Force to continue receiving advice and guidance throughout the development of the action plan in 2027.

RESOLUTION NO. 2026-4

A Resolution of the Pierce County Flood Control Zone District Relating to District Flood and Stormwater Projects and Approving an Interlocal Agreement Between the District and the City of Sumner for District Funded Projects.

Whereas, the City's long-term vision for addressing the flooding and habit challenges of the Lower White River includes four projects on the Lower Green River, project; and

Whereas, Resolution No. 2025-5 approved by the Pierce county Flood Control Zone District on October 8, 2025 approved funding to be expended in 2026 for four projects in the City of Sumner including the Lower White River, RM 2.5-4.2, 24th Street project (SUM-1), the Sumner Pointbar (SUM-2), the Stewart Street Setback (SUM-3), and the Stewart Road Bridge (SUM-4); and

Whereas, Resolution No. 2025-5 authorized construction funding for SUM-1and SUM-4 and land acquisition funding for SUM-2 and SUM-3; and

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

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

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

ADOPTED this ____ day of_____, 2026.

ATTEST:

PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT
Pierce County, Washington

Brenna Price, Clerk of the Board

Dave Morrel, Board Chair

INTERLOCAL AGREEMENT BETWEEN THE PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT AND THE CITY OF SUMNER FOR FOR DISTRICT GRANT FUNDED PROJECTS

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

RECITALS

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

B. Through a competitive process, the Grantee was awarded up to $9.5 million dollars for four projects in the City of Sumner, identified in the 2026 Budget Resolution and further identified and described in **Exhibit B**, attached and incorporated herein.

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

D. Pursuant to Chapter 39.34 RCW and RCW 86.15.080, the Parties desire to enter into this Agreement to establish the terms and conditions of District providing grant funding for the Projects.

AGREEMENT

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

1. Definitions. In this Agreement, the following terms shall have the following meanings.

1.1 "Board" means the Board of Supervisors of the District.

1.2 "District Administrator" means the Director of the Pierce County Public Works and Utilities Department, or designee.

1.3 "Funds" shall mean the funds authorized for payment by the District to the Grantee for expenditures on the Projects, as set forth in the 2026 Budget

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

1.4 "Projects" collectively means the Lower White River – RM 2.5-4.2 (24th Street) project (SUM-1); the Lower White River – Sumner Pointbar project (SUM-2); Lower White River -Stewart Setback project (SUM-3); and the Lower White River – Stewart Road Bridge project (SUM-4), all as further identified and described in **Exhibit B**, and as listed in 2026 Budget Resolution.

1.5 "Project" shall mean any individual project included within the defined term **"Projects."** References in this Agreement to a "Project" mean one of the Projects, as the context requires.

2. 1.6 "2026 Budget Resolution" means District Resolution No. 2025-5.Term of Agreement—Termination of Agreement—Survival of Agreement.

2.1 This Agreement shall be effective upon execution by both Parties and shall remain in effect until the earliest of the following: (a) the District has disbursed all Funds in accordance with this Agreement, (b) termination pursuant to Section 2.2, or (c) termination for particular Projects for lack of funding authorization pursuant to Section 8.

2.2 Either Party may terminate this Agreement by providing written notice of termination to the other Party no less than sixty (60) days prior to the effective date of termination. Notice by the Grantee shall be provided to the District Administrator, and notice by the District shall be provided to the chief executive employee of the Grantee. Alternatively, this Agreement may be terminated without notice upon mutual agreement of the Parties expressed in writing.

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

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

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

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

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

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

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

8. Reports—Records Retention—Inspections and Audit.

9.1 The Grantee shall prepare and file written reports describing its request for, and expenditure of, the Funds no less than quarterly, or more

frequently, as reasonably required by the District Administrator. The Grantee shall prepare and file a final report after final distribution of Funds for each Project, using the progress report form provided by the District Administrator. The Grantee will make a brief presentation to the Board at a regularly scheduled meeting each year this Agreement is in effect.

9.2 The Grantee shall retain all records and documents relating to the Funds for a minimum of seven (7) years after final payment of Funds by the District, unless required by law to be retained for a longer period, in which case the longer period shall apply.

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

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

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

10. Hold Harmless and Indemnification.

11.1 To the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party, and all of its officers, officials, employees, agents, contractors and volunteers, from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from any negligent acts, errors, omissions of the indemnifying Party and its officers, officials, employees, agents, contractors and volunteers in performing obligations under this Agreement or in implementing the Projects. However, if any such injuries and damages to persons or property are caused by or result from the concurrent negligence of the District or its officers, officials, employees, agents, contractors and volunteers, and the Grantee or its officers, officials, employees, agents, contractors and volunteers, each Party's obligation hereunder applies only to the extent of the negligence of such Party or its officers, officials, employees, agents, contractors, or volunteers.

11.2 The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to

provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated by the Parties.

11. Amendment. This Agreement may be modified by written instrument approved by the Grantee's governing body and the Board and signed by the authorized representatives of the Parties.

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

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

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

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

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

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

18. Administration. This Agreement will be jointly administered by the Grantee and the District. This Agreement does not create any separate legal or administrative entity. The District Administrator and the [*insert name of Grantee's employee or officer*], respectively, shall receive and give all notices, approvals, reports and documents under this Agreement.

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

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

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

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

GRANTEE: CITY OF SUMNER	PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT:
_____ Name: _____ Title: _____	_____ Name: _____ Title: _____
Date: _____	Date: _____
Attested to:	Attested to:
_____ [name/title]	_____ [name/title]
Date: _____	Date: _____

Approved as to Form:

_____
Attorney

Scope of Work for the City of Sumner's Four Projects Receiving FCZD Capital Improvement Plan Allocation.

Project ID Number: SUM-1

Project Name on the FCZD Submission: Lower White River, RM 2.5-4.2 (24th Street)

Project Name on the FZCD Approved Budget (Resolution 2025-5): Lower White River, RM 2.5-4.2 (24th Street)

Jurisdiction: City of Sumner

FCZD Allocation: $5 million for 2026 for Construction.

Budget: The total project cost is $52,681,585.19. Construction costs are estimated at $16.2 million.

Location: The Left Bank of the White River between River Mile 2.5 and 4.2.

Schedule: The City of Sumner is expected to do construction between 2026 – 2028.

Total Project Description: This Lower White River project reduces flood risk in the Sumner Pacific Manufacturing Industrial Center while also restoring critical salmon habitat. The project will connect over 200 acres of floodplain to the river and add 2 miles of in-water habitat for salmon. Critical regional trail and utility infrastructure is also being relocated outside of the floodplain, including Power, Gas, Water, and Sewer. This funding request will help pay for earthwork, large wood installation, trail relocation, and PSE Power relocation.

Scope of Work for the FCZD Allocation: The FCZD allocation will be spent on earthwork (channel/floodplain grading, forested berm construction, and channel connections), large wood installation (approximately 130 structures total), trail relocation (approximately 2.5 miles), and PSE Power relocation (movement of transmission and distribution lines out of the floodplain).

Assumptions:

- City of Sumner is responsible for all permitting and regulatory obligations for the project.
- City of Sumner will follow procurement requirements for public funding.
- Progress reports will be provided no less than quarterly.

Deliverables:

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

Project ID Number: SUM-2

Project Name on the FZCD Submission: Lower White River - Sumner Pointbar RM 3.9-4.5 RB

Project Name on the FZCD Approved Budget (Resolution 2025-5): Lower White River - Sumner Pointbar

Jurisdiction: City of Sumner

FCZD Allocation: $1 million for 2026 for Land Acquisition.

Budget: The total project cost is $44,730,216.50. Acquisition costs are estimated at $18,481,850.00

Location: North of 16th St E in Sumner, on the right bank of the White River between RM 3.9 - 4.5.

Schedule: Acquisition in 2026.

Total Project Description: The project will reconnect 25 acres of floodplain to the White River, construct a floodwall along 16th Street, and create 1/4 mile of new in-water habitat. The floodplain is being lowered to reconnect and to increase floodplain capacity. The floodwall will block the flow path into the manufacturing industrial center, pushing more water into the downstream 24th street project. The new habitat will provide rearing for ESA-listed salmon. The property acquired for the project will relocate businesses/residents from the floodplain.

Scope of Work for the FCZD Allocation: FCZD funds will be spent to acquire one property, including paying for right-of-way agent negotiations, title reports, document preparation (Boundary Line Adjustments, etc.), and property clean-up post-acquisition.

Assumptions:

- City of Sumner is responsible for all permitting and regulatory obligations for the project.
- City of Sumner will follow procurement requirements for public funding.
- Progress reports will be provided no less than quarterly.

Deliverables:

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

Project ID Number: SUM-3

Project Name on the FZCD Submission: Lower White River - Stewart Setback RM 4.4-4.9

Project Name on the FZCD Approved Budget (Resolution 2025-5): Lower White River - Stewart Setback

Jurisdiction: City of Sumner

FCZD Allocation: $1 million for 2026 for Land Acquisition.

Budget: The total project cost is $14,770,000.00. Acquisition costs are estimated at $2,900,000.

Location: Left bank of the White River, south of the Stewart Road Bridge from RM 4.9-4.4.

Schedule: Acquisition in 2026.

Total Project Description: The portions of property within the shoreline buffer will be acquired along the left bank of the White River. Once acquired, the existing levee and revetment will be removed, and a floodwall will be installed back ~200 feet. The floodplain will be lowered and reconnected, increasing channel storage and connecting the floodplain underneath the Stewart Road Bridge to the Countyline setback. This project will increase channel capacity and take pressure off the opposing bank, which has experienced erosion. The immediate grant request will help to acquire the property and complete the design.

Scope of Work for the FCZD Allocation: FCZD funds will be spent to acquire three properties, including paying for right-of-way agent negotiations, title reports, document preparation (Boundary Line Adjustments, etc.), and property clean-up post-acquisition.

Assumptions:

- City of Sumner is responsible for all permitting and regulatory obligations for the project.
- City of Sumner will follow procurement requirements for public funding.
- Progress reports will be provided no less than quarterly.

Deliverables:

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

Project ID Number: SUM-4

Project Name on the FZCD Submission: Lower White River - Stewart Road Bridge RM 5.0

Project Name on the FZCD Approved Budget (Resolution 2025-5): Lower White River - Stewart Road Bridge

Jurisdiction: City of Sumner

FCZD Allocation: $2.5 million for 2026 for Construction.

Budget: The total project cost is $41,445,027.00. Construction costs are estimated at $37,319,576.00.

Location: Stewart Road between Butte Avenue and 140th Ave Ct E.

Schedule: The City of Sumner is expected to do construction between 2026 – 2028.

Total Project Description: The project removes the existing 2-lane "bottleneck" bridge and replaces it with a new 4-lane bridge with a shared-use path over the White River that is compatible with the roadway sections on either side of the river. The new structure and associated utilities will be up to 16 feet higher than the existing bridge to account for the 100-year flooding event with expected future sediment aggradation. The new structure is significantly longer to reduce the existing river channel constriction, allowing the river more channel area to meander more naturally and eliminating the "chokepoint" created by the existing structure. The design also incorporates flexibility for future floodplain expansion and channel migration by constructing abutments that allow for conversion to piers, and adding bridge spans to further lengthen the bridge if future projects further expand the floodplain.

Both the lengthening and raising of the structure will increase channel capacity and reduce flood risk to the City and upriver communities while increasing floodplain connectivity between the Countyline Setback and future Butte Pit projects immediately upstream and the downstream Lower White River Flood Protection projects.

While the project has already received significant grant funding, none of the received grants have been specific to the project's habitat and floodplain benefits.

Scope of Work for the FCZD Allocation: The FCZD allocation will be spent on the construction of the new bridge structure, roadway, and water/sewer utilities to bring them above the 100-year flood elevation. The funding will also support construction management costs.

Assumptions:

- City of Sumner is responsible for all permitting and regulatory obligations for the project.
- City of Sumner will follow procurement requirements for public funding.
- Progress reports will be provided no less than quarterly.

Deliverables:

- The reimbursement request will include documentation for the contractor's time, equipment, and materials.
- Quarterly Progress reports

- Once the FCZD's allocation has been expended, submit a final report that includes a written description of work completed with FCZD funds, photos, as-builts, and a final reimbursement request.

RESOLUTION NO. 2026-5

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

Whereas, Resolution 2025-2 approved by the Pierce County Flood Control Zone District on April 23, 2025 adopted an Update to the Comprehensive Plan of Development which sets the District's goals and objectives and identifies regional policies, programs, and projects the District could fund that will reduce risks to public health and safety; reduce public infrastructure and private property damage; improve habitat conditions; and reduce maintenance costs while protecting and maintaining the regional economy; and

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

Whereas, Resolution 2025-5 approved by the Pierce County Flood Control Zone District on October 8, 2025, approved funding to be expended in 2026 for construction of the City of Gig Harbor Sewer Lift Station #5; and

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

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

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

ADOPTED this ____ day of_____, 2026.

ATTEST:

PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT
Pierce County, Washington

_____
Brenna Price, Clerk of the Board

_____
Dave Morrel, Board Chair

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

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

RECITALS

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

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

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

D. Pursuant to Chapter 39.34 RCW and RCW 86.15.080, the Parties desire to enter into this Agreement to establish the terms and conditions of District providing grant funding for the Project.

AGREEMENT

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

1. Definitions. In this Agreement, the following terms shall have the following meanings.

1.1 "Board" means the Board of Supervisors of the District.

1.2 "District Administrator" means the Director of the Pierce County Public Works and Utilities Department, or designee.

1.3 "Funds" shall mean the funds authorized for payment by the District to the Grantee for expenditures on the Project, as set forth in the 2026 Budget

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

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

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

Term of Agreement—Termination of Agreement—Survival of Agreement.

2.1 This Agreement shall be effective upon execution by both Parties and shall remain in effect until the earliest of the following: (a) the District has disbursed all Funds in accordance with this Agreement, (b) termination pursuant to Section 2.2, or (c) termination for particular Project for lack of funding authorization pursuant to Section 8.

2.2 Either Party may terminate this Agreement by providing written notice of termination to the other Party no less than sixty (60) days prior to the effective date of termination. Notice by the Grantee shall be provided to the District Administrator and notice by the District shall be provided to the chief executive employee of the Grantee. Alternatively, this Agreement may be terminated without notice upon mutual agreement of the Parties expressed in writing.

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

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

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

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

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

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

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

7. Reports—Records Retention—Inspections and Audit.

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

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

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

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

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

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

9. Hold Harmless and Indemnification.

11.1 To the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party, and all of its officers, officials, employees, agents, contractors and volunteers, from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from any negligent acts, errors, omissions of the indemnifying Party and its officers, officials, employees, agents, contractors and volunteers in performing obligations under this Agreement or in implementing the Project. However, if any such injuries and damages to persons or property are caused by or result from the concurrent negligence of the District or its officers, officials, employees, agents, contractors and volunteers, and the Grantee or its officers, officials, employees, agents, contractors and volunteers, each Party's obligation hereunder applies only to the extent of the negligence of such Party or its officers, officials, employees, agents, contractors, or volunteers.

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

10. Amendment. This Agreement may be modified by written instrument approved by the Grantee's governing body and the Board and signed by the authorized representatives of the Parties.

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

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

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

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

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

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

17. Administration. This Agreement will be jointly administered by the Grantee and the District. This Agreement does not create any separate legal or administrative entity. The District Administrator and the [*insert name of Grantee's employee or officer*], respectively, shall receive and give all notices, approvals, reports and documents under this Agreement.

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

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

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

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

GRANTEE:
CITY OF GIG HARBOR

_____
Name: _____
Title: _____

Date: _____

Attested to:

_____
[name/title]

Date: _____

PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT:

_____
Name: _____
Title: _____

Date: _____

Attested to:

_____
[name/title]

Date: _____

Approved as to Form:

_____
Attorney

Project ID Number: GH-2

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

Jurisdiction: City of Gig Harbor

FCZD Allocation: $1 million.

Total Budget: The total project cost is $3,117,000. Construction is estimated at $2.6 million.

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

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

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

This project will rehabilitate the existing wet well, relocate vacuum prime pumps and necessary equipment to a location significantly above the 2080 predicted king tide elevation, install a backup generator, and line the existing gravity main along the beach and coat manholes to reduce seawater infiltration. The new sewer lift station location is approximately 20 feet higher in elevation when compared to the existing location.

Scope of Work for the FCZD Allocation:

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

Tasks include:

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

Assumptions:

- Gig Harbor is responsible for all permitting and regulatory obligations for the project.
- Additional funding beyond the $1M is secured and provided by Gig Harbor
- Gig Harbor will follow procurement requirements for public funding.

- Progress reports will be provided no less than quarterly.

Deliverables:

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

Pierce County Flood Control Zone District

February 18, 2026

Staff Report

TO: Pierce County Flood Control Zone District, Board of Supervisors

FROM: Kjristine Lund, Executive Director

SUBJECT: **Budget Carry-forward Resolution and Investment Fund Recommendation**

This is a resolution to amend the previously adopted 2026 Budget Resolution for the Pierce County Flood Control Zone District. The Budget Resolution 2025-5 set forth the Annual Budget and Workplan, the Annual Capital Improvement (CIP) Budget, and the Six-Year CIP. Each of these budget elements was presented as an Exhibit to the Budget Resolution. Amended Budget Exhibits are provided for your review as well as supporting materials.

Each year, there is a process to carry-forward unspent funds from the previous fiscal year and to reallocate funds among capital projects to achieve capital project delivery. The Advisory Committee is not consulted with about the mid-year budget carryforward but will be consulted with in setting the 2026-2031 budget proposal.

Some assumptions that are still being resolved with Pierce County fiscal and may alter some dollar amounts before these documents are finalized for Board approval. These include:

- Assumption about 2026 projects levy revenue and the percentage calculations for the operations & maintenance and for the Opportunity Fund.

The total revised expenditures for Proposed Amend 1; 2026 Annual Budget is $22,929,066, which is $3,349,853 more than the previously approved budget of $19,579,213.

- There is an increase of $46,744 in the Administrative Expenses budget.
- The proposed amendment to the 2026 budget provides $16,563,109 in capital projects compared to the $13,260,000 previously adopted in 2025-5. This is a result of the carryover of funds remaining from 2025 allocations.
- The District's accumulated fund balance at the end of 2025 is $49,563,874 compared to $52,493,025 at the beginning of 2025.

The proposed amendment to the 2026 budget as adopted includes an update to administrative expenses for contracts and changes to the planned Capital Project Expenditures that includes carry-over recommendations. The revised 2026 capital budget reflects changes proposed by Pierce County Planning and Public Works based on the analysis of the projects that were previously approved by the Board of Supervisors for funding and the capacity of the capital project delivery staff at Pierce County and other service providers. Attached is a presentation prepared by Brandon Smith with details regarding the capital project proposal for 2026.

Proposed Amendment to the Budget Highlights

Administrative Expenses

The 2026 budget for Pierce County PPW- FCZD support includes a baseline staffing amount of $163,800. Proposed in Amendment 1 for the 2026 Annual budget is the inclusion of the remaining 2025 funds to carryover to the 2026 PC PPW SWM FCZD Staffing costs. The carryover over amount is $40,940, resulting is a new proposed amount for FCZD staffing of $204,740. Tasks for 2026 include more outreach and technical support to the Opportunity Fund cities and towns, as well as staffing for the proposed Lower Puyallup Task Force. With the increase in work, the staffing budget would benefit from the carryover funds.

The 2026 administrative expenses adopted in resolution 2025-5 included a 4% increase for each category. However, the Professional Services contracts were intended to increase 5%. In the proposed amendment, these expense amounts are each increased by 5%, increasing the total administrative expense to $984,762 from the previous $978,958.

Planned Capital Project Expenditures - ***(See Exhibit B and C for project details.)***

As adopted: $13,260,000

As proposed with carryover: $16,563,109

Remaining funds for 2025 Capital Projects are proposed for use in the 2026 budget. These funds are incorporated into the 6-Year forecast of capital project expenses, included in Exhibit B- Annual Capital Improvement Plan and Exhibit C – 6-Year Capital Improvement Plan for more specific information. Proposed changes in projects and amounts are detailed below:

Large Capital Project Match Reserve Account

Jones Setback Levee had an allocation of $50,000 for 2025, of which $6587 was spent. Proposed Amendment 1 recommends a return of the remaining funds to this account and an additional transfer of $6587 to replenish the full $50,000 previously allocated to the project.

Contact: Kjristine Lund, Executive Director
klund@lundconsulting.com|206-612-8138

RESOLUTION NO. 2026-6

A Resolution of the Pierce County Flood Control Zone District Board of Supervisors Amending Budget Resolution No. 2025-5 of the Pierce County Flood Control Zone District Board of Supervisors.

Whereas, on October 8, 2025, the Pierce County Flood Control Zone District ("District") Board of Supervisors adopted Resolution No. 2025-5, which established the District's 2026 Budget; and

Whereas, the District has assessed project delivery capacity and now desires to reallocate unspent 2025 capital project funds to 2026 capital project needs; and

Whereas, the District has assessed administrative costs and now desires to reallocated funds to align with 2026 projected costs; and

Whereas, pursuant to Revised Code of Washington (RCW) 86.15.140, the District held a duly noticed public hearing on_____, regarding amendments as set forth herein to the 2026 Budget; **Now Therefore,**

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

Section 1. Exhibits B, C, and D to Resolution No. 2025-5 are hereby replaced with the attached Exhibits A, B, and C.

Section 2. The remainder of Resolution No. 2025-5 shall remain in full force and effect.

ADOPTED this _____ day of _____, 2026.

ATTEST:

PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT
Pierce County, Washington

_____
Brenna Price
Clerk of the Board

_____
Dave Morell
Flood Control Zone District Chair

City of Sumner:

Project	Project Code	2025 Remaining	2026 As adopted	2026 As proposed	Difference	Description
Lower White River, 24th Street RM 2.5-4.2 LB	SUM-1		$5,000,000	$5,547,570	$547,570	Phase 1 construction completed in 2025. Phase 2 construction planned for 2026. Propose an increase in acquisition funding from SUM-2 Acquisition funds to purchase a parcel for construction access and long-term maintenance of the project site.
Lower White River - Sumner Pointbar RM 3.9-4.5 RB	SUM-2	$1,890,020	$1,000,000	$342,450	($657,550)	City of Sumner contracted with NSD for 60% Design; design and Acquisition work continues in 2026. Propose to carry over 2025 design funding and decrease the acquisition funding to location specific needs. Acquisition fund moved to acquisition needs for SUM-1 and SUM-3.
Lower White River - Stewart Setback RM 4.4-4.9 LB	SUM-3	$270,000	$1,000,000	$3,270,000	$2,270,000	City of Sumner contracted with NSD for 60% Design; design and acquisition work continues in 2026. Propose to carry over 2025 design funding and increase the acquisition funding to fund the purchase of the 3 remaining parcels. Acquisition funding transferred from SUM-2 reduction.
Lower White River - Stewart Road Bridge RM 5.0	SUM-4		$2,500,000	$2,500,000		No proposed changes.
Total		**$2,160,020**	**$9,500,000**	**$11,660,020**	**$2,160,020**	

Unincorporated Pierce County

Project	Project Code	2025 Remaining	2026 As adopted	2026 As proposed	Difference	Description
Alward Road Acquisition & Setback Levee	UPC-?	$599,650	$ -	$599,650	$599,650	Preliminary design and acquisitions advancing. Add Alward Road to 2026 budget. Carryover acquisition funds for closing Q2 2026
Clear Creek Floodplain Reconnection	UPC-14	$486,186	$ -	$486,186	$486,186	60% design completed; 90% Design scoped and advancing on schedule. Propose to carryover acquisition funds for closing on the property in Q2 2026. Process delayed by negotiations.
Clear Creek Floodplain Reconnection (Large Capital Match)	UPC-14	-	$410,000	$410,000	-	No proposed changes.
Orville Road – Kapowsin Creek	UPC-5	$38,213	$220,000	$220,000	-	First phase of construction completed Jan. 2025. Final design and easement acquisition is underway on the second and final phase. No carryover or proposed changes.
White River Butte Ave Floodplain Reconnection	UPC-10	$207,253	$200,000	$257,253	$57,253	Conceptual design discussions are ongoing and will extend into 2026. Carryover $50,000 to accommodate additional design work for the floodplain reconnection concept and the temporary HESCO replacement efforts.
Jones Setback Levee (Calistoga)	UPC-1	$43,412	$200,000	$200,000	-	Property acquisition underway. Propose to not carry over remaining funds from large capital project, and to move $150K of design funds to acquisition.
128th Street Corridor	UPC-4	$354,796	$926,000	$926,000	-	NE and SW Quadrants combined, procurement for design underway. Preliminary hydraulic design and zero-rise analysis complete for Canyonfalls Creek project. Carryover acquisition funding for closing Q3 2026. Propose to decrease design funds for 2026 expected expense. Overall total doesn't change, but the amount for acquisition vs. design is proposed to change.
Total		**$1,729,510**	**$1,230,000**	**$3,099,089**	**$1,143,089***	

Contact: Kjristine Lund, Executive Director klund@lundconsulting.com|206-612-8138

PIERCE COUNTY
FLOOD CONTROL
ZONE DISTRICT

Opportunity Fund Expenses

The Opportunity Funds Expenditures are determined based on established District policy. In 2024, the FCZD Board of Supervisors acted by resolution (2024-2) to establish the minimum amount that each jurisdiction would receive. The minimum opportunity fund amount is determined using the following approach:

1) The percentage calculated as the Total Assessed Value for each Jurisdiction divided by the district's Projected Annual Levy Revenue or

2) Minimum of $50,000, whichever is greater.

The new Opportunity Fund amount in the revised budget includes $6,899,403 in carry-forward funds. The 2026 new allocations are not yet available as of 2/18/2026.

***(See Financial Plan handout**- Opportunity Fund- Estimated Annual Allocations for determinations of planned amounts per jurisdiction and the planned total amount.)*

Contact Kjristine Lund, Executive Director klund@lundconsulting.com|206-612-8138

Exhibit A	Pierce County Flood Control Zone District 2026 Annual Budget Amendment 'as proposed' February 18, 2026			2025	Annual Budget Difference
	BEGINNING FUND BALANCE		**$ 49,563,874**	**$ 52,493,025**	**$ (2,929,151)**
					$ -
	Anticipated Annual Revenue				**$ -**
	Projected Annual Levy Revenue based on Total Assessed Value		$ 18,948,175	$ 18,948,175	$ -
	Estimated Annual Investment Interest		$ 1,777,483	$ 1,882,529	$ (105,047)
	Anticipated Total Revenue		**$ 20,725,658**	**$ 20,830,704**	**$ (105,047)**
	TOTAL REVENUE AND FUND BALANCE AVAILABLE		**$ 70,289,531**	**$ 73,323,729**	**$ (3,034,198)**
EXPENDITURES	**ANNUAL EXPENDITURES**				**$ -**
	Annual Inflation/Escalation Rate	4%			
	Annual Inflation/Escalation Rate (Contracts)	5%			
	Administration		**$ (1,025,702)**	**$ (931,690)**	**$ (94,012)**
	Board, Travel, Dues, Membership	$ 15,824		$ 5,600	$ 10,224
	Website Hosting	$ 4,680		$ 4,500	$ 180
	Annual Audit Fees from WA State Auditors Office	$ 23,608		$ 22,700	$ 908
	Direct Expenses: Notices, Phone, Printing Fees	$ 3,952		$ 3,800	$ 152
	County Administrative Support				
	Pierce County PPW SWM - FCZD Support	$ 204,740		$ 157,500	$ 47,240
	Pierce County PPW BFO- Audit Services	$ 1,248		$ 1,200	$ 48
	Performance Audit	$ 936		$ 900	$ 36
	Pierce County Clerk Assistance	$ 14,248		$ 13,700	$ 548
	Pierce County Executive- Government Relations	$ 624		$ 600	$ 24
	Pierce County Central Public Records Costs	$ 520		$ 500	$ 20
	Pierce County Communication Section Support	$ 12,064		$ 11,600	$ 464
	2025 CPOD Outreach Support	$ 68,640		$ 66,000	$ 2,640
	Pierce County IT Financial/HR Systems Support	$ 6,136		$ 5,900	$ 236
	Website Update	$ 18,408		$ 17,700	$ 708
	Pierce County Indirect Expenses	$ 40,664		$ 39,100	$ 1,564
	Professional Services	$ -			$ -
	Flood Control Zone District Support	$ 214,095		$ 203,900	$ 10,195
	Legal Counsel Support	$ 64,565		$ 61,490	$ 3,075
	Accountant Support	$ 63,000		$ 60,000	$ 3,000
	Insurance/Broker Support	$ 42,000		$ 40,000	$ 2,000
	Other Professional Services- Annual Rpt, CPoD, Rate Study	$ 225,750		$ 215,000	$ 10,750
	Operations and Maintenance (15% of Levy Assessment)		**$ (2,842,227)**	**$ (2,842,227)**	**$ -**
	Opportunity Fund**		**$ (2,498,029)**	**$ (9,397,431)**	
	Total Annual Opportunity Fund Allocation**	$ 2,498,029			
	Total Carryover Opportunity Funds Amount	$ 6,899,403			
	Capital Project Fund		**$ (16,563,109)**	**$ (10,588,507)**	**$ (5,974,602)**
	TOTAL ANNUAL EXPENDITURES		**$ (22,929,066)**	**$ (23,759,855)**	
	** Total Opportunity Fund Allocation include Mininum Floor of $50,000 per Resolution 2024-2.				
	PROJECTED ENDING FUND BALANCE IN 2025		**$ 47,360,465**	**$ 49,563,874**	**$ (2,203,409)**

Contact:
Kjris Lund, Executive Director (253) 612-8138
Brandon Smith, District Administrator (253) 798-2159

Pierce County Flood Control Zone District

2026 Annual Budget Amendment 'as proposed'

Annual Capital Improvement Program

2026

Annual Capital Budget

Exhibit B

Project ID	Project Name	Municipality	Land Acquisition	Planning/Design	Construction	Strategic Reserve Account	Large Capital Project Match Account	Total
UPC-?	Alward Road Acquisition & Setback Levee	Unincorporated Pierce County	$ 599,650	$ -	$ -	$ -	$ -	$ 599,650
UPC-4	128th Street Corridor	Unincorporated Pierce County	$ 339,757	$ 586,243	$ -	$ -	$ -	$ 926,000
UPC-14	Clear Creek Floodplain Reconnection	Unincorporated Pierce County	$ 486,186	$ 410,000	$ -	$ -	$ -	$ 896,186
UPC-1	Jones Setback Levee	Unincorporated Pierce County	$ 150,000	$ 50,000	$ -	$ -	$ -	$ 200,000
UPC-15x	Lower Puyallup River Flood Impact and Action Study	Unincorporated Pierce County	$ -	$ -	$ -	$ -	$ 500,000	$ 500,000
SUM-4	Lower White River - Stewart Road Bridge RM 5.0	City of Sumner	$ -	$ -	$ 2,500,000	$ -	$ -	$ 2,500,000
SUM-3	Lower White River - Stewart Setback RM 4.4-4.9 LB	City of Sumner	$ 3,000,000	$ 270,000	$ -	$ -	$ -	$ 3,270,000
SUM-2	Lower White River - Sumner Pointbar RM 3.9-4.5 RB	City of Sumner	$ 100,000	$ 242,450	$ -	$ -	$ -	$ 342,450
SUM-1	Lower White River, 24th Street RM 2.5-4.2 LB	City of Sumner	$ 547,570	$ -	$ 5,000,000	$ -	$ -	$ 5,547,570
UPC-6	Neadham Road Floodplain Reconnection	Unincorporated Pierce County	$ -	$ 304,000	$ -	$ -	$ -	$ 304,000
UPC-5	Orville Road – Kapowsin Creek	Unincorporated Pierce County	$ -	$ 220,000	$ -	$ -	$ -	$ 220,000
GH-2	Sewer Lift Station #5	City of Gig Harbor	$ -	$ -	$ 1,000,000	$ -	$ -	$ 1,000,000
UPC-10	White River Butte Ave Floodplain Reconnection	Unincorporated Pierce County	$ -	$ 257,253	$ -	$ -	$ -	$ 257,253
ANNUAL CAPITAL PROJECT FUND EXPENDITURES			**$ 4,623,513**	**$ 2,339,946**	**$ 8,500,000**	**$ -**	**$ 500,000**	**$ 16,563,109**

Contact:
Kjris Lund, Executive Director (253) 612-8138
Brandon Smith, District Administrator (253) 798-2159

Pierce County Flood Control Zone District

2026 Annual Budget Amendment 'as proposed'

6 Year Capital Improvement Program

Exhibit C

Project Name	Project ID	Municipality	As Adopted 2026	Proposed Amend 1 2026	2027	2028	2029	2030	2031	Total
Capital Improvement Plan Projects										
Alward Road Acquisition & Setback Levee	UPC-?	Unincorporated Pierce County	$ -	$ 599,650	$ -	$ -	$ -	$ -	$ -	$ 599,650
Clear Creek Floodplain Reconnection	UPC-14	Unincorporated Pierce County	$ -	$ 486,186	$ -	$ -	$ -	$ -	$ -	$ 250,000
Lower White River, 24th Street RM 2.5-4.2 LB	SUM-1	City of Sumner	$ 5,000,000	$ 5,547,570	$ -	$ -	$ -	$ -	$ -	$ 5,547,570
Lower White River - Sumner Pointbar RM 3.9-4.5 RB	SUM-2	City of Sumner	$ 1,000,000	$ 342,450	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 1,000,000	$ -	$ 7,342,450
Lower White River - Stewart Setback RM 4.4-4.9 LB	SUM-3	City of Sumner	$ 1,000,000	$ 3,270,000	$ -	$ -	$ -	$ -	$ -	$ 3,270,000
Lower White River - Stewart Road Bridge RM 5.0	SUM-4	City of Sumner	$ 2,500,000	$ 2,500,000	$ -	$ -	$ -	$ -	$ -	$ 2,500,000
Neadham Road Floodplain Reconnection	UPC-6	Unincorporated Pierce County	$ 304,000	$ 304,000	$ 122,000	$ 3,100,000	$ -	$ -	$ -	$ 3,526,000
Orville Road – Kapowsin Creek	UPC-5	Unincorporated Pierce County	$ 220,000	$ 220,000	$ 3,730,000	$ 140,000	$ 20,000	$ -	$ -	$ 4,110,000
White River Butte Ave Floodplain Reconnection	UPC-10	Unincorporated Pierce County	$ 200,000	$ 257,253	$ 2,500,000	$ 100,000	$ -	$ -	$ -	$ 2,857,253
Jones Setback Levee	UPC-1	Unincorporated Pierce County	$ 200,000	$ 200,000	$ 200,000	$ -	$ -	$ -	$ -	$ 400,000
128th Street Corridor	UPC-4	Unincorporated Pierce County	$ 200,000	$ 926,000	$ -	$ 1,500,000	$ -	$ 9,000,000	$ 9,000,000	$ 20,426,000
Sewer Lift Station #5	GH-2	City of Gig Harbor	$ 1,000,000	$ 1,000,000	$ -	$ -	$ -	$ -	$ -	$ 1,000,000
Large Capital Projects										$ -
Lower Puyallup River Flood Impact and Action Study	UPC-15x	Unincorporated Pierce County	$ 500,000	$ 500,000	$ 500,000	$ -	$ -	$ -	$ -	$ 1,000,000
Clear Creek Floodplain Reconnection	UPC-14	Unincorporated Pierce County	$ 410,000	$ 410,000	$ 5,170,000	$ 5,190,000	$ 5,000,000	$ -	$ -	$ 15,770,000
Annual Capital Project Fund Expenditures				$ 16,563,109	$ 14,222,000	$ 12,030,000	$ 7,020,000	$ 10,000,000	$ 9,000,000	$ 68,835,109

Project Allocations

		2026	2027	2028	2029	2030	2031	Total
Land Acquisition		$ 5,223,163	$ 2,300,000	$ 1,500,000	$ -	$ -	$ -	$ 9,023,163
Planning/Design		$ 1,929,946	$ 522,000	$ 100,000	$ -	$ -	$ -	$ 2,551,946
Construction		$ 8,500,000	$ 10,900,000	$ 10,430,000	$ 7,020,000	$ 10,000,000	$ 9,000,000	$ 55,850,000
Large Capital Project Match Account		$ 910,000	$ 500,000	$ -	$ -	$ -	$ -	$ 1,410,000
Carryover (from Previous Year)		$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total		$ 16,563,109	$ 14,222,000	$ 12,030,000	$ 7,020,000	$ 10,000,000	$ 9,000,000	$ 68,835,109

Contact:
Kjris Lund, Executive Director (206) 612-8138
Brandon Smith, District Adminstrator (253) 798-2159

THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT AND
OGDEN MURPHY WALLACE, PLLC

THIS THIRD AMENDMENT to the Professional Services Agreement ("Agreement") between Pierce County Flood Control Zone District ("District") and the Ogden Murphy Wallace, PLLC ("Contractor") is effective on the later of the two signature dates appearing below.

WHEREAS, District and Contractor entered into the Agreement on January 1, 2021, to provide legal services; and

WHEREAS, District and Contractor entered into the First Amendment to the Agreement on October 26, 2022; and

WHEREAS, the Agreement as amended currently expires December 31, 2027, unless terminated or renewed elsewhere in the Agreement; and

WHEREAS, the District and the Contractor desire to modify the Agreement to amend the compensation to Contractor.

NOW, THEREFORE, in consideration of the mutual benefits and advantages derived by the parties, the adequacy and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Exhibit B of the Agreement, as changed by the First Amendment, is now replaced with the following text:

Municipal Group Members	**Hourly Rates 2025**
Athan E. Tramountanas, Partner	$385
Emily F. Miner, Partner	$385
Minicipal Group Associates	$275
Paraegals	$185
Other legal professionals	Depending on experience, but no more than $385 and no less than $275

Project/Site specific /land use, real estate legal services, including administrative/judicial appeals:

Member $405/hour

Associate $295/hour

Maximum consideration for 2025 shall not exceed $61,490.

The hourly rates to be charged shall be increased every year by the greater of either 5% or the Consumer Price Index - All Urban Consumers (CPI-U) for the Seattle-Tacoma-Bremerton Area. The maximum consideration for each year shall also be increased by the same percentage as the hourly rates.

The District shall be responsible for third party costs (e.g., expert witness fees). Except for unusual cases, Contractor will not advance funds to pay third party costs, and invoices for those costs will be forwarded to the District for payment. Contractor will bill the District for out-of-pocket expenses incurred on the District's behalf, including but not limited to court fees, deposition costs, photocopying, long distance telephone, special mailing or courier, telecopying, telex, travel expenses and computerized legal research.

2. ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT, AND ALL SUPPLEMENTS, MODIFICATION AND AMENDMENTS THERETO SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, authorized representatives of the parties have signed their names on the spaces below, executing this amendment on the dates indicated below:

OGDEN MURPHY WALLACE PLLC	PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT
Signature	Signature
Name	Name
Title	Title
Date	Date

FOURTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT AND
FRANCIS AND COMPANY

THIS FOURTH AMENDMENT to the Professional Services Agreement ("Agreement") between Pierce County Flood Control Zone District ("District") and Francis and Company ("Contractor") is effective on the later of the two signature dates appearing below.

WHEREAS, District and Contractor entered into the Agreement on January 1, 2021, to provide accounting services; and

WHEREAS, District and Contractor have amended the Agreement twice by entering the First Amendment on October 19, 2022, and the Second Amendment on September 18, 2023; and

WHEREAS, the Agreement as modified by the Second Amendment currently includes a not to exceed compensation amount of $41,900 for calendar year 2025; and

WHEREAS, the District and the Contractor desire to modify the Agreement to increase the not to exceed compensation amount for calendar year 2025.

NOW, THEREFORE, in consideration of the mutual benefits and advantages derived by the parties, the adequacy and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Exhibit A of the Agreement is now replaced with the following text:

Task 1.0. Review of monthly reports from the County, prepare quarterly financial reports to the Executive Director and the Board.

Task 2.0. Support for District during annual audits.

Task 3.0. Compile District annual financial statements and submit to State Auditor following review and approval by District Executive Director and Executive Committee by state deadline.

Task 4.0. Undertake other accounting tasks as assigned including monitoring internal controls, providing expertise on financial policies, assisting with advice on investment levels, and assisting Executive Director with financial risk management.

2. Exhibit B of the Agreement is changed to read as follows:

Job Title	Hourly Rates - 2025
Staff Accountant	172
Senior Accountant	193
Manager	215
Senior Manager	268
Partner	408

Maximum consideration for this Agreement in 2025 shall not exceed $60,000.

The hourly rates to be charged shall be increased every year by the greater of either 5% or the Consumer Price Index - All Urban Consumers (CPI-U) for the Seattle-Tacoma-Bremerton Area. The maximum consideration for each year shall also be increased by the same percentage as the hourly rates.

Contractor will bill the District for out-of-pocket expenses incurred on the District's behalf, including but not limited to photocopying, long distance telephone, special mailing or courier, telecopying, telex, and travel expenses.

3. ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT, AND ALL SUPPLEMENTS, MODIFICATION AND AMENDMENTS THERETO SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, authorized representatives of the parties have signed their names on the spaces below, executing this amendment on the dates indicated below:

FRANCIS AND COMPANY	PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT AND
LUND CONSULTING, INC.

THIS THIRD AMENDMENT to the Professional Services Agreement ("Agreement") between Pierce County Flood Control Zone District ("District") and Lund Consulting, Inc. ("Contractor") is effective on the later of the two signature dates appearing below.

WHEREAS, District and Contractor entered into the Agreement on January 1, 2021, to provide legal services; and

WHEREAS, District and Contractor entered into the First Amendment to the Agreement on October 19, 2022; and

WHEREAS, the Agreement as amended currently expires December 31, 2027, unless terminated or renewed elsewhere in the Agreement; and

WHEREAS, the District and the Contractor desire to modify the Agreement to amend the compensation to Contractor and to expand the services provided by Contractor.

NOW, THEREFORE, in consideration of the mutual benefits and advantages derived by the parties, the adequacy and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Exhibit B of the Agreement, as changed by the First Amendment, is now replaced with the following text:

Professional fees contract value of $198,422.40 per year for General Services billed at a rate of $16,535.20 per month for services described in Exhibit A.

Expenses for mileage, parking, postage, clerical support, limited copying shall not exceed $5,477.60 annually.

Maximum consideration for the initial term of Agreement shall not exceed $203,900.

Lund Consulting Personnel	**Hourly Rates-- 2025**	**Time Allocation**
Kjristine Lund, Principal	$206.69 Average of 80 hours per month	Monthly Executive Committee meetings, quarterly Board of Supervisors meetings, up to 6 Advisory Committee meetings, daily program management including phone calls, emails, document development and review, website management, coordination with Pierce County and other service providers. Strategic planning and financial management coordination with Pierce County.

JoAnne Shoji, Associate	$150	Up to 6 Advisory Committees, communications, and administrative support.

The hourly rates to be charged shall be increased every year by the greater of either 5% or the Consumer Price Index - All Urban Consumers (CPI-U) for the Seattle-Tacoma-Bremerton Area. The maximum consideration for each year shall also be increased by the same percentage as the hourly rates.

Contractor will bill the District for out-of-pocket expenses incurred on the District's behalf, including but not limited to, photocopying, long distance telephone, special mailing or courier, telecopying, telex, and travel expenses.

2. ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT, AND ALL SUPPLEMENTS, MODIFICATION AND AMENDMENTS THERETO SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, authorized representatives of the parties have signed their names on the spaces below, executing this amendment on the dates indicated below:

LUND CONSULTING, INC.	PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

EXHIBIT "A"
(SCOPE OF WORK)

The Contractor agrees to provide Executive Director services on a continuing basis as assigned by the District Board of Supervisors and the Board Chair or designee. These services may include:

1. Develop, oversee, and implement the District's services, contracts, day to day operations, and capital programs and projects. This includes but is not limited to reviewing financial reports and invoices, ensuring procurement and payment of insurance coverage for Board, ensuring compliance with State Auditor reporting requirements, responding to constituent service requests, and providing meeting notices and any required legal notices.

2. Carry out business and administrative duties necessary to staff the District's Board of Supervisors (Board), which sets the policy; adopts the annual operating and capital budgets; and approves projects, contracts, and interlocal agreements with other jurisdictions. The Executive Committee meets monthly, and the Board of Supervisors meets quarterly.

3. Develop District strategic goals, policies, plans, programs and annual budgets, in compliance with the Board's direction including the District's annual work plan, subject to Board approval.

4. Staff and facilitate the Flood Control District Advisory Committee, made up of local government officials and citizens, which provides advice to the Board relative to annual operating and capital budgets. This includes meeting arrangements, agendas, minutes, coordination of presentations and materials, operating rules, and meeting notices. The Advisory Committee meets between four and six times per year.

5. Ensure District complies with its own policies and relevant laws.

6. Prepare reports to the Executive Committee and Board to inform decision making. Conduct objective analysis and frame decisions ensuring consistency with existing policies and coordinate legal review as necessary.

7. Provide advice and counsel on complex subject specific matters involving strategic direction, financial planning, policy, and organizational, and operational issues.

8. Coordinate, oversee and manage all aspects of the services provided to the District by contracts, including issuing and reviewing requests for proposals, overseeing contracts for professional services and project implementation and reporting. Contracts are expected to include legal services, accounting services, and insurance.

9. Provide oversight of the Interlocal Agreement between the District and Pierce County including coordination with Pierce County departments responsible for investments, tax collection, project delivery, financial controls, appointments to the Advisory Committee, budget development, and operations and maintenance.

10. Develop and maintain relationships with the Board, as well as with Board staff, Pierce County staff, city elected officials and staff, and the public.

11. Serve as District spokesperson and develop and carry out all communications regarding the Board's activities including maintenance of web site, development of text for annual report, correspondence, and news releases.

12. Monitor the performance of District funded projects and the District's satisfaction of overall goals.

13. Perform other duties as assigned.

DRAFT PERSONAL SERVICES AGREEMENT

CONTRACT NO**. Contract Number**

TITLE: Technical Planning Support for "Comprehensive Plan of Development" Policy and Financial Planning – Amendment #3

Parametrix, hereinafter called **Contractor**, and Pierce County Flood Control Zone District, hereinafter called **District,** agree as set forth in this Personal Services Agreement ("Agreement"), including:

General Conditions	pages 2 to 6
Exhibit A (Scope of Work)	page 9 See Exhibit A
Exhibit B (Compensation)	page 10 See Exhibit B
Exhibit C (Contract Compliance)	pages 11 to 15
Exhibit D (any Special Provisions)	N/A

Copies of the above mentioned are attached and incorporated herein by this reference as fully as if set forth herein.

Term of Agreement: April 3, 2024 through December 31, 2027, unless terminated or renewed elsewhere in the Agreement.

Maximum consideration for the ~~initial~~ term of this Agreement or for any renewal term shall not exceed ~~$183,061.36.~~ $545,737.46, plus $250,000 management reserves for a total not to exceed amount of $795,737.46 for the period from April 3, 2024 – December 31, 2027.

Contractor acknowledges and by signing this Agreement agrees that the Indemnification provisions set forth in Paragraphs 5, 7, 13, 14, 20, and 23 of the General Conditions, have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, on the day and year last specified below.

CONTRACTOR:

Name

Signature

Title of Signatory Authorized by Firm Bylaws

Mailing Address

City, State, Zip

PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT:

Approved as to legal form only:

District Attorney Date

Approved:

Chair, Board of Supervisors District Date

CONTACT INFORMATION

	Contractor	Pierce County Flood Control Zone District	
Name			
Title			
Phone			
Cell			
Email			

Address			

GENERAL CONDITIONS

1. Scope of Contractor's Services:
The Contractor agrees to provide to the District services and any materials set forth in the project narrative identified as Exhibit "A" during the Agreement period. No material, labor, or facilities will be furnished by the District, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services:
Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the District, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the District, (hereinafter referred to as the "Contracting Officer",) the District will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

   Where required, the District shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the District voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B."

3. Assignment and Subcontracting:
No portion of this Agreement may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.

4. Labor Standards and Contract Assistance:
The Contractor shall comply with the provisions of Exhibit “C”, attached hereto, titled “Contract Compliance For Professional, Technical, Supply or Services”.

5. Independent Contractor:
The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

   The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any District benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to employees of Pierce County or the District. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the District, will report all income and expense accrued under this Agreement to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

   Contractor will defend, indemnify and hold harmless the District, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

6. No Guarantee of Employment:
The performance of all or part of this Agreement by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the District at the present time or in the future.

7. Taxes:
The Contractor understands and acknowledges that the District will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the District to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the District against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The District will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the District does not hold title. The District is exempt from Federal Excise Tax.

8. Regulations and Requirement:
This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington, and to any other provisions set forth in Exhibit "D."

9. Right to Review:
This Agreement is subject to review by any Federal or State auditor. The District or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by District agents or employees, inspection of all records or other materials which the District deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Pierce County, State of Washington, upon request.

10. Modifications:
Either party may request changes in the Agreement. Any and all modifications, however, shall not be effective unless made in writing and signed by each of the parties.

11. Termination for Default:
If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the District may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the District's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments until all work called for under the Agreement has been fully performed. Any extra cost or damage to the District resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the District in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the District by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

12. Termination for Public Convenience:
The District may terminate the Agreement in whole or in part whenever the District determines, in its sole discretion, that such termination is in the interests of the District. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made. In no event will the Contractor be entitled to receive its anticipated profit on deleted or uncompleted work, or any payment that would cause the maximum consideration identified in the Agreement to be exceeded. Termination of this Agreement by the District at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the District.

13. Defense & Indemnity Agreement:
The Contractor agrees to defend, indemnify, and save harmless the District, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the District, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the District, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the District, its appointed or elected officials or employees.

With respect to losses or expenses that arise out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract, the preceding paragraph is valid and enforceable only to the extent of the Contractor's negligence, and Contractor shall have no obligation to defend, indemnify, or save harmless the District for the sole negligence of the District or its agents or employees. Where the damages are caused by or result from the concurrent negligence of (i) the District or its agents or employees, and (ii) the Contractor or the Contractor's agents or employees, the Contractor shall only be required to defend, indemnify, and save harmless the District to the extent of the Contractor's negligence.

14. Industrial Insurance Waiver

With respect to the performance of this Agreement and as to claims against the District, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor. THIS WAIVER IS MUTUALLY NEGOTIATED BY THE PARTIES TO THIS AGREEMENT.

15. Insurance Requirements

The insurance coverages specified in this paragraph (15.) are required unless modified by Attachment A of this agreement. If insurance requirements are contained in Attachment A they take precedence

The Contractor shall, at the Contractor's own expense, maintain, with an insurance carrier authorized or eligible under RCW Chapter 48.15 to do business in the State of Washington, with minimum coverage as outlined below, commercial automobile liability insurance, commercial general liability insurance, and, if indicated below, professional liability insurance:

Commercial Automobile Liability	Bodily Injury Liability and Property Damage Liability Insurance $1,000,000 each occurrence OR combined single limit coverage of $2,000,000, with not greater than a $1000.00 deductible.
Commercial General Liability	Bodily Injury Liability and Property Damage Liability Insurance $1,000,000 each occurrence OR combined single limit coverage of $2,000,000, with not greater than a $1000.00 deductible.
Professional Liability Insurance	Shall include errors and omissions insurance providing $1,000,000.00 coverage with not greater than a $5,000.00 deductible for all liability which may be incurred during the life of this contract.

Professional Liability Insurance is only required if this box is checked and initialed by both parties: ☐

Initials: _____ _____
District Contractor

The District shall be named as an additional insured on all required policies except professional liability insurance, and such insurance as is carried by the Contractor shall be primary over any insurance carried by the District. The Contractor shall provide a certificate of insurance to be approved by the Pierce County Risk Manager prior to contract execution, which shall be attached to the contract.

Such insurance policies or related certificates of insurance shall name the District as an additional insured on all general liability, automobile liability, employers' liability, and excess policies. The Contractor may comply with these insurance requirements through a program of self insurance that meets or exceeds these minimum limits. The Contractor must provide the District with adequate documentation of self insurance prior to performing any work related to this Agreement and treat the District as an insured under the indemnity agreement. Should the Contractor no longer benefit from a program of self-insurance, the Contractor agrees to promptly obtain insurance as provided above. A forty-five (45) Calendar Day written notice shall be given to prior to termination of or any material change to the policy(ies) as it relates to this Agreement.

The District shall have no obligation to report occurrences unless a claim is filed with the District; nor shall the District have an obligation to pay premiums.

In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished the District prior to the date of cancellation, change or nonrenewal, such notice to be sent to the District

and Pierce County Risk Manager, 955 Tacoma Ave South, Suite 303, Tacoma, WA 98402.

16. Venue and Choice of Law:
In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

17. Withholding Payment:
In the event the Contracting Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the District may withhold from amounts otherwise due and payable to Contractor the amount determined by the District as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the District promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the Contractor of the action required and /or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The District may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the District under this clause.

18. Future Non-Allocation of Funds:
Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the District will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the District in the event this provision applies.

19. Contractor Commitments, Warranties and Representations:
Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the District. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

20. Patent/Copyright Infringement:
Contractor will defend and indemnify the District from any claimed action, cause or demand brought against the District, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the District in any action. Such defense and payments are conditioned upon the following:

a. That Contractor shall be notified promptly in writing by District of any notice of such claim.
b. Contractor shall have the right, hereunder, at its option and expense, to obtain for the District the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the District.

21. Disputes
a. General
Differences between the Contractor and the District, arising under and by virtue of the Contract Documents shall be brought to the attention of the District at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Contracting Officer, shall be final and conclusive. Failure to comply with the provisions of this Paragraph 21 with regard to a claim shall constitute a waiver of such claim.

b. Notice of Potential Claims
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Contracting Officer or the District, or (2) the happening of any event or

occurrence, unless the Contractor has given the District a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the District. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim
The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the District, the Contractor has given the District a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

22. Ownership of Items Produced
All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the District.

23. Confidentiality:
The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the District or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the District's Attorney or an order entered by a court after having acquired jurisdiction over the District. Contractor shall immediately give to the District notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the District, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

24. Notice:
Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the Executive Director of the District and to the District's Board of Supervisors at: 10th Floor, Pierce County Courthouse, 930 Tacoma Avenue South, Tacoma, Washington, 98402. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected on the first page. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

25. Severability:
If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

26. Waiver:
Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

27. Waiver of Non Competition:
Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to Pierce District, and Contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the District.

28. Survival:
The provisions of paragraphs 5, 7, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 25, 26, and 28, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

29. Entire Agreement: This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

30. Cooperative Purchasing. The Washington State Interlocal Cooperative Act Chapter 39.34 RCW provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing. The contract maximum for this Agreement per annual term, or for any renewal period, is for the District's use only. Other agencies may use this Agreement up to their contract limits, if any, exclusive of and in addition to the District's contract maximum. By ordering and providing service under terms of this Agreement to any other governmental agency or jurisdiction, the governmental agency agree to indemnify, defend and hold harmless the District from any and all obligations, claims, or expenses, including attorney's fees, arising out of such action.

EXHIBIT "A"
(SCOPE OF WORK)

EXHIBIT "B"
(COMPENSATION)

EXHIBIT "C"
CONTRACT COMPLIANCE for PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICES
Revised 3/10

It is the policy of the District to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, the District reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises.

Bidders are encouraged to utilize qualified, local businesses in Pierce County and Washington State where cost effectiveness is deemed competitive. In addition, Bidders are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women's Business Enterprises (MWBE).

A. MWBE DIRECTORY ASSISTANCE

A directory of MWBE firms is published quarterly by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). Copies of the directory are available from the State OMWBE (360-753-9693) or may be viewed at the Public Works Department, 2702 S 42nd St Suite 201, Tacoma 98409, and the Tacoma Public Library, 1102 Tacoma Avenue South, Tacoma, 98402. Contact the Contract Compliance Office for additional information at (253) 798-7250.

B. EQUAL EMPLOYMENT OPPORTUNITY:

1. Upon execution of this contract, the Contractor shall comply with the Equal Employment Opportunity requirements set forth below. The Contractor shall not violate any of the terms of Chapter 49.60 of the Revised Code of Washington, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination.
2. No person or firm employed by the Contractor shall be subject to retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (29 U.S.C. 621 et seq.), the Equal Pay Act (29 U.S.C. 206(d), the Rehabilitation Act (29 U.S.C. 791 et seq.), the Americans with Disabilities Act of 1990, or for participating in any stage of administrative or judicial proceedings under those statutes.
3. The Contractor shall take all reasonable steps to ensure that qualified applicants and employees shall have an equal opportunity to compete for advertised or in-house positions for employment. Applicants and employees shall be treated fairly without regard to race, color, religion, sex, age, disability, or national origin. Equitable treatment shall include, but not be limited to employment, upgrading or promotion, rates of pay increases or other forms of compensation, and selection for training or enrollment in apprenticeship programs.

C. CERTIFICATION OF NONSEGREGATED FACILITIES

The Contractor shall submit with its proposal a Certification of Nonsegregated Facilities. All requests to sublet or assign any portion of this contract, at any level, shall be accompanied by evidence of this certification in all subcontract agreements.

D. E-VERIFY DECLARATION

Pierce County requires that all businesses that contract with the District for contracts in excess of $25,000 and of duration longer than 120 days, and are not specifically exempted by PCC 2.106.022, be enrolled in the Federal E-verify Program. The requirement extends to every subcontractor meeting the same criteria. The Prime Contractor must provide certification of enrollment in the Federal E-verify program to the District. The Prime Contractor will remain enrolled in the program for the duration of the contract. The Prime Contractor is responsible for verification of every applicable subcontractor. The District reserves the right to require a copy of the Memorandum of Understanding between the Prime or any Subcontractor and the Department of Homeland Security upon request at any time during the term of the contract. Failure to provide this document could result in suspension of the project.

A copy of Ordinance 2009-74 is on the Pierce County website located at https://online.co.pierce.wa.us/cfapps/council/iview/proposal.cfm?proposal_num=2009-74s .

The Federal E-Verify Program is a web based application and can be accessed at www.dhs.gov/everify .

E. SUBMITTAL REQUIREMENTS

1. Certificate of non-segregated facilities: Contractor shall submit with proposal, each subcontractor shall submit when work is sublet.
2. Professional and Technical Workforce Data Form: Contractor is encouraged to submit with proposal, each Subcontractor is encouraged to submit the form when work is sublet.
3. Subcontractors Participation Form: Check the appropriate box indicating the firm who will perform the work of the contract. Submit the completed form with the proposal documents.
4. E-Verify Declaration: Contractor shall submit with proposal.

CERTIFICATION OF NONSEGREGATED FACILITIES

The contractor certifies that no segregated facilities are maintained and will not be maintained during the execution of this contract at any of contractor's establishments.

The contractor further certifies that none of the contractor's employees are permitted to perform their services at any location under the contractor's control during the life of this contract where segregated facilities are maintained. The contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise.

The contractor agrees that identical certifications from proposed contractors will be obtained prior to the award of any subcontracts. Contractor will retain a copy of any subcontractor's certification and will send original to Contract Compliance Division.

NON-COLLUSION & DEBARMENT AFFIDAVIT

State of Washington, County of _____

As an authorized representative of the firm of _____, I do hereby certify that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

I further acknowledge that by signing the signature page of the proposal, I am deemed to have signed and have agreed to the provisions of this affidavit.

Note: Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate above to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

> "A suspending or debarring official may grant an exception permitting a debarred, suspended, or excluded person to participate in a particular transaction upon a written determination by such official stating the reason(s) for deviating from the Presidential policy established by Executive Order 12549..." (49CFR Part 29 Section 29.215)

The undersigned hereby agrees to pay labor not less than the prevailing rates of wages in accordance with the requirements of the special provisions for this project.

BY: _____ DATE: _____

TITLE:_____

SUBCONTRACTORS PARTICIPATION FORM FOR PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICE PSAS

Check appropriate statement below:

☐ **Our firm will perform all contracted scope of work tasks**.

☐ **Our firm will subcontract a portion of the work tasks**. The following firms were contacted and will be utilized in the performance of the work as indicated below.

List all potential subcontracting firms. Do not mark "N/A" unless the Bidder will perform all work or provide all supplies or services for this contract.

Firm Name/Address/Phone	Work Item(s) Solicited	Proposal Amount	Awarded? (yes/no)

1. List full name, address, and phone number of each firm listed to be utilized.
2. List specific work to be accomplished, supplies to be furnished and the amount proposed for each subcontract.
3. Contact the Pierce County Contract Compliance Officer at (253) 798-7250 if you have questions.

BY: _____ DATE: _____

TITLE:_____ PHONE: _____

Revised (6/99)

PERSONNEL WORKFORCE DATA FORM

FIRM NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE _____

PROJECT _____

PROJECT # _____

CONTRACT WORK HOURS (if applicable) _____

TYPE OF SERVICE PROVIDED _____

CONTRACTORS AGGREGATE WORK FORCE – if you need additional space, photo copy this section and attach it to this form.

OCCUPATION	TOTAL EMPLOYED		TOTAL MINORITY		NATIVE AMERCIAN		ASIAN		BLACK		HISPANIC		APPRENTICE/ TRAINEE	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Management														
Professionals														
Technicians														
Administrative														
Other														
TOTALS														

EXHIBIT D
SPECIAL PROVISIONS

Pierce County Flood Control Zone District
Technical Planning Support for "Comprehensive Plan of Development"
2026-2027 Services

AMENDMENT #3

This scope updates and provides more detail to services Parametrix will continue to provide in 2026-2027: Task 10 – Policies and Procedures, Task 11 – Project Evaluation, and Task 12 – Project Management. A budget spreadsheet is attached, showing the anticipated effort for these services.

Task 10 Policies and Procedures

The CONSULTANT is currently working on developing a handbook that describes the District existing, internal policies and processes for developing the Capital Improvement Program (CIP). With this scope of services, the handbook will be expanded, and separate, stand-alone guidance will be developed to document other policies and processes related to capital projects including the 6-Year CIP, Opportunity Fund, and any capital grant program. This work will be posted to the District website to provide guidance to project sponsors and the public.

The CONSULTANT will also continue to advise on systematizing financial planning and annual budgeting activities to enable clarity of functions and roles of District and County staff. This will include revising existing templates, maintaining accurate documentation, and preparing presentations.

Assumptions

- The CONSULTANT will provide a detailed level of effort for approval by the Executive Director before moving forward with additional handbook content and stand-alone guidance.
- The CONSULTANT will coordinate and facilitate weekly check-in meetings as needed throughout the task duration.
- Recommendations may be presented virtually to the Advisory Committee, Executive Committee, and Board or Supervisors (up to six meetings total).
- All deliverables will be electronic.

Deliverables

- Draft, revised draft, and final policy and procedure documentation

Task 11 Project Evaluation

Subtask 11B - Lower Puyallup

The CONSULTANT shall support the District in the assembly of a Task Force and development of a comprehensive approach to flood risk reduction for the Lower Puyallup. The anticipated activities could include:

- Assistance with a resolution to move forward with Lower Puyallup
- Development of a concept or charter for the Task Force
- Development of a presentation for briefing decision makers regarding the Lower Puyallup
- Strategy for gaining and engaging with Task Force members, then leading that outreach
- Providing administrative support for Task Force meetings and presenting technical information
- Literature review of Lower Puyallup documents and case studies for similar situations
- Development of alternative approaches for delivering projects and engaging with the U.S. Army Corps of Engineers
- Research to monitor and identify opportunities to encourage federal participation in the process.

Assumptions

- .

- Briefings will be presented virtually to the Advisory Committee, Executive Committee, and Board or Supervisors (up to six total).
- Attendance at Task Force meetings will be in person; all other meetings will be virtual.
- All deliverables will be electronic.

Deliverables

- Draft and revised draft resolution
- Draft, revised draft, and final charter
- Draft and revised draft presentation to brief decision makers
- Draft and final Task Force agendas and meeting materials
- Draft and final technical memorandums or summary reports, documenting findings of technical analyses

Task 12 Project Management

The CONSULTANT will provide the following:

- Brief milestone schedule, updated once, provided in Excel.

- Monthly invoices and progress letters, identifying work completed, work coming up, and any concerns.
- Participate in up to 40 check-in meetings with the District Executive and District Administrator.
- Develop and maintain an action item log and a decision log.

Assumptions

- This scope is in effect through 2026. Project management needs for 2027 will be addressed when more fully understood, as described in the Management Reserves Task below.

Deliverables

- Preliminary and updated milestone schedule (PDF)
- Monthly invoices and progress letters (PDF)
- Draft and final meeting notes (Word, PDF)
- Action item and decision logs (Excel, SharePoint)

Management Reserves

In 2027, the CONSULTANT shall support the District in the development of what is currently being called a Lower Puyallup action plan. Over the course of 2026, the specifics of this document and the consultant services needed are likely to change. This management reserves fund is intended to allow future scoping and budgeting of this effort in detail.

Pierce County Flood Control Zone District – Scope of Parametrix Services 2026 - 2027

	Activity		Timeframe	Budget	Deliverables
Task 10 – Policies and Procedures					
1	Complete final budget workbook and two policy documents (one for CIP/annual budget process; the other for process to update/amend District Plan)		January/February 2026	$5,340	Final workbook and policy documents
Task 11 – Project Evaluations					
Task 11B – Lower Puyallup					
1	Develop Task Force charter and briefings that can be used with a variety of audiences to garner support for the establishment of the Lower Puyallup Task Force and the development of a Lower Puyallup Action Plan.		January – March 2026	$14,880	Draft Charter, Meeting/ Presentation Materials
	A	Help develop a list of elected officials to be briefed			
	B	Identify who is responsible for the briefings and when they need to occur			
	C	Provide additional talking points if needed			
	D	Participate in 1-2 briefings			
	Assumes that briefings will not be led by Consultants (support only)				
2	Develop a strategy for getting participants to say “yes” to being on the committee		March – April 2026 (actual invitations to be extended in May – after Board approval)	$5,685	Meeting materials
	A	Help identify personnel to be invited			
	B	Identify who is responsible for extending the invitation and when it needs to occur			
	C	Provide additional talking points if needed			
	D	Track communications and follow up			
	Assumes that invitations will not be extended by the Consultants				

	Activity		Timeframe	Budget	Deliverables
3	Conduct detailed outreach with Task Force participants		May – August 2026 (some questions may be prioritized to inform June mtg and July field trip)	$30,305	Outreach materials (meeting materials, talking points)
	A	What have they implemented for GI/FS			
	B	What issues did they have with the GI/FS			
	C	What additional projects have they completed			
	D	Any projects to include in the July field visit			
	E	Changes in floodplain since GI/FS plus planned changes/development			
	Assumes that consultants will handle all direct outreach with input from District and Board on questions				
	Activity		**Timeframe**	**Budget**	**Deliverables**
4	Develop an agenda and meeting materials for the first Task Force Meeting, assumptions regarding agenda detailed below:		June 2026	$11,710	Agenda, Revised Charter, PPT
	A	Meet and greet			
	B	Overview of charter and objectives for the Task Force			
	C	Overview of scope of GI/FS review			
	D	Open forum for hearing about current activities/actions in the Lower Puyallup			
Assumes a discussion of what Parametrix will be looking at in the GI/FS review: (1) reconciling legacy USACE General Investigation (GI) 2016 assumptions (hydrology, sedimentation, economics, and levee performance) with post-2016 observations and updated climate projections; (2) validating which GI Tentatively Selected Plan elements have been implemented, modified, or superseded by CFHMP projects and local capital programs					
5	Prepare for and coordinate July tour with Board of Supervisors and Task Force to see projects and conditions along the Lower Puyallup		July 2026	$15,180	Tour agenda Map of sites
	A	Based in part on outreach completed in Task 3, identify itinerary and project sites to visit			
	B	Coordinate schedule with Task Force members			
	C	Coordinate with County on project sponsors on content, materials, and length of onsite briefings			
	D	Participate in tour			
Assumes the County will handle bus/bus driver and scheduling Board of Supervisors.					

	Activity		Timeframe	Budget	Deliverables
6	Develop agenda and meeting materials for second Task Force meeting, assumptions regarding agenda below:		August/September 2026	$11,985	PPT with GI/FS review findings, web map, story map
	A	Present findings of GI/FS review (scope described in Task 4)			
	B	Present findings of outreach			
	C	Introduce discussion of options moving forward			
	D	Introduce discussion of legislative agenda			
Assumes focus of A and B will still be on diagnosing the gaps and limitations, while C and D will start to shift the discussion to how to address the gaps and limitations. One of the tools to communicate findings of A and B will be a webmap (story map).					
7	Develop agenda and meeting materials for third Task Force meeting, assumptions regarding agenda below:		October/ November 2026	$15,115	
	A	Present alternative delivery options			
	B	Present cost projections			
	C	Present case studies			
	D	Present draft legislative agenda			
	E	Develop options for re-engaging with the USACE			
Assumes that 2026 work will wrap up with a legislative agenda, an understanding of the potential cost of the work ahead, and a strategy for moving forward. The strategy could be a specific approach or it could be the need to further study some of the options.					
8	Provide technical analysis in support of Task Force meetings		July through November 2026	$157,915	
	A	Develop alternative delivery options overview			
	B	Update/accumulate cost estimates for projects that still have merit but have not been completed, based on GI/FS review and additional projects identified by Task Force			
	C	Identify, review, and document case studies of how other Ports/industrial areas have addressed flood risk reduction holistically.			
	D	Web map / storymap			
	E	Help identify options for re-engaging with the USACE			

	Activity		Timeframe	Budget	Deliverables
Task 12 – Project Management					
1	Develop and maintain a schedule, decision log, and list of action items		Ongoing	$16,365	Schedule, Decision Log, Action Item Log
Assumes schedule will be updated three times in 2026. Decision Log and Action Items will be updated during project check in meetings.					
2	Develop a scope of work for 2027 consultant services, if needed		October November 2026	$18,190	
This task assumes that there will be follow on work of a technical nature that cannot be added to the Parametrix contract. In this case, we can help craft the scope.					
3	Strategy development		Ongoing	$38,170	
	A	Meetings with District ED, Administrator, and Staff			
	B	Behind the scenes development of and adjustments to strategy			
Assumes 11 months with 40 weekly meetings (2 staff) plus an additional 4 hours per week over 11 months of behind the scenes work.					
4	Invoicing and Progress		Monthly	$15,465	

2026 BUDGET $356,305

2027 MANAGEMENT RESERVES $250,000

TOTAL BUDGET $606,305

Pierce County Flood Control Zone District

Annual Budget and Capital Improvement Program Processes
Version February 18, 2026

Introduction

The Pierce County Flood Control Zone District (the District) provides funding for the acquisition, planning, design, construction, maintenance, and operation of flood control improvements in Pierce County. Revised Code of Washington (RCW) 86.15.140 sets forth the process by which flood control zone districts approve an annual budget. The Capital Improvement Program (CIP) comprises the projects included in the annual budget. To be considered for inclusion in the CIP, a project must first be identified in the District's Comprehensive Plan of Development (District Plan).

CIPs typically cover a 6-year period and are revised and adopted annually. Adjustments to the CIP and individual projects may occur for various reasons, including changes in organizational priorities, complications with permitting, complex design issues, project cost savings, loss of other funding sources, or unforeseen complications during construction.

Roles related to the annual budget and 6-year CIP processes include:

- The Board of Supervisors (the Board) and the Executive Committee, composed of Pierce County Council members, govern the District. They are responsible for voting to approve the annual budget, including the CIP.
- The District Executive Director supports the deliberations of the Board and the Executive Committee and provides direction to the District Administrator on behalf of the Board.
- The District staff are designated personnel within Pierce County's Department of Planning & Public Works who administer the District's approved projects and programs. They prepare the draft budget documents for consideration by the Board.
- The District Advisory Committee (the Advisory Committee) provides expert policy advice to the Board. The Advisory Committee reviews and recommends the annual capital budget for the District, including capital improvement projects and funding levels, subject to approval or approval with modification by the Board (Pierce County Code 11.06.030).
- Project sponsors are cities and towns, unincorporated Pierce County, and the Port of Tacoma that request funding assistance from the District for flood control improvements.

This guidance document provides an overview of the District's annual capital budget and 6-year CIP processes and describes the role of project sponsors in helping the District establish and update the 6-year CIP.

District Annual Capital Budget Process

1. The District sets the Flood Control Zone District budget annually, including the CIP.
2. The District provides budget direction to the Advisory Committee related to the capital budget in late spring each year and asks the Advisory Committee for its capital budget recommendation.
3. The Advisory Committee considers capital budget options prepared by District staff over the summer and formulates a recommendation for consideration by the Board.
4. The Executive Committee of the Board reviews the Advisory Committee's recommendation in late summer and recommends a capital budget by resolution for action by the Board.
5. The Board holds a public hearing on the capital budget and votes to approve the budget. If the budget is not approved, amendments are incorporated and the budget is presented to the Board again. The Board typically considers the annual budget in October and before December 1 of each calendar year.

The Board may make changes to the capital budget at any time; however, any changes must meet the requirements of RCW 86.15.140 and RCW 36.32.120(7). For example, the District may reallocate funding for projects identified in the 6-year CIP at any time through an amendment. Only project funds approved in the annual budget are guaranteed.

District CIP Process

District staff review the projects identified in the District Plan. Eligible projects must be identified in the District Plan as either (1) an identified project with an initial project ranking number or (2) a project that addresses an identified problem. See the separate guidance document titled Comprehensive Plan of Development Guidance to Project Sponsors for additional details.

District staff develop a draft 6-year CIP based on coordination with project sponsors and information in the District Plan. The following factors may be considered during the review process:

- Degree of risk, severity, and consequences of flooding addressed by the project.
- Reduction in ongoing maintenance and repairs.
- Ability to expend funds for the requested project phase (project readiness).
- Ability to leverage funds to complete the project phase.
- Representation of countywide needs, both geographically and by project type.
- Other community and ecological benefits.

Guidance for Project Sponsors

Adding Projects to the 6-Year CIP

Project sponsors may proactively request the addition of a new project to the 6-year CIP.

- The project must meet eligibility requirements, as described above. If a project or problem is not identified in the District Plan, see the guidance for adding a project to the District Plan.
- Sponsors should contact the District Administrator directly and include the following project information:
  - Project name and identification number as specified in the District Plan.
  - Project location.
  - Project manager or point of contact and contact information.
  - Project description.
  - Requested funding year(s).
  - Requested District funding amount (per year).
  - Project funds secured or unsecured from other sources.
- District staff will review submitted projects on a case-by-case basis to determine whether any will be added to the 6-year CIP in the next budget cycle.

Updating Information

For projects included in the 6-year CIP, sponsors must keep the District Administrator informed of project progress on a quarterly basis through the District Capital Projects Progress Report Form. This form reports on the project's expenditures and the status of the project's scope of work. Annually, the project sponsor must update the anticipated budget forecast for the remainder of the project, including any updates to the use of District funds.

<u>Delay or Defer Projects:</u>

- Project sponsors must notify the District Administrator if a project is delayed and they wish to retain the project on the CIP to preserve the District's financial commitment. The project sponsor must provide evidence demonstrating a reasonable likelihood that the delay is temporary and that funds will be used within the 6-year CIP timeframe.
  - The District Administrator may recommend reallocating a delayed project's previously approved funding to advance other approved projects.
- A project may be deferred if it is no longer advancing toward construction or completion and either has no plan to advance within the foreseeable future or is faced with an obstacle beyond the project sponsor's control. Project sponsors must notify the District Administrator if their project is significantly delayed beyond the 6-year CIP timeline. The project may then be deferred and removed from the 6-year CIP.
- As stated above, the District Administrator provides the Board with quarterly project status reports.

Request Additional Funds:

- Project sponsors must notify the District Administrator if they are requesting additional funds beyond what was approved in the 6-year CIP. The project sponsor must follow the process outlined in the Adding Projects to the 6-Year CIP section above to request additional District funding.

Reallocate Project Savings

- Once a project has been constructed and is in final close-out, it is considered complete.
- The project will be noted as complete and removed from the CIP in the following year.
- The District Administrator will recommend reallocating unspent funds to new or existing CIP projects as part of the annual capital budget process.
- When actual project costs are less than the project cost estimate, the cost savings will be shared with the District based on the percentage of the project funded by the District.

Coordinating with the District

- Please contact the District to discuss project ideas prior to submitting a request. For questions or to discuss possible projects, contact the District Administrator, L. Brandon Smith, PE, at 253-798-3154 or pcfczd@piercecountywa.gov. Requests may also be sent by U.S. Postal Service to:

  L. Brandon Smith
  c/o PC PPW Surface Water Management
  Pierce County Flood Control Zone District
  9850 64th St W
  University Place, WA 98467-1078

Definitions

Approved Project: A project that is on the CIP and has received funding.

Capital Program (Capital Improvement Program): A multiyear financial plan that:

- Lists and describes capital projects that a project sponsor plans to undertake, and
- Indicates how projects will be funded.

Comprehensive Plan of Development (District Plan): A plan that:

- Sets the District's goals and objectives, and
- Identifies regional policies, programs, and projects the District could fund.

Delayed Project: A project delayed from the original schedule at the time of project approval but is still advancing toward construction or completion.

Deferred Project: A project that is no longer advancing toward construction or completion and either has no plan to advance within the foreseeable future or is faced with an obstacle beyond the project sponsor's control.

New Project: A project in the District Plan that is proposed to be included on the CIP for the first time.

Project Acceleration: An action by the Board to allocate additional funds to an Approved Project sooner than previously approved by the Board.

Project Funding Allocation: An action by the Board to designate specific funds in specific years for an Approved Project.

Pierce County Flood Control Zone District

Comprehensive Plan of Development Guidance to Project Sponsors

Version February 18, 2026

Introduction

The Pierce County Flood Control Zone District (the District) provides funding for acquisition, planning, design, construction, maintenance, and operation of flood control improvements in Pierce County (the County). Revised Code of Washington (RCW) 86.15.140 sets forth the process by which flood control zone districts approve an annual budget.

The District's Comprehensive Plan of Development (District Plan) sets the District's goals and objectives and identifies regional policies, programs, and projects the District could fund.

Roles related to the District Plan include:

- The Board of Supervisors (the Board) and the Executive Committee, composed of Pierce County Council members, govern the District. They are responsible for approving the District Plan.
- The District Executive Director supports the deliberations of the Board and the Executive Committee. The Executive Director also provides direction to the District Administrator on behalf of the Board.
- District staff, including the District Administrator, are designated personnel within Pierce County's Department of Planning & Public Works who administer the District's approved projects and programs. They provide the technical work for the District Plan content, including proposed adjustments, amendments, and updates.
- The District Advisory Committee (the Advisory Committee) provides expert policy advice to the Board on regional flood protection issues. Among other duties, the Advisory Committee reviews adjustments to the District Plan and makes recommendations to the Board. The Advisory Committee also performs any additional review and/or recommendation functions as directed by the Board (Pierce County Code 11.06.030).
- Project sponsors are cities and towns, unincorporated Pierce County, and the Port of Tacoma that submit projects for inclusion in the District Plan and request funding assistance from the District for flood control improvements.

This guidance document is intended to assist project sponsors that want to propose a new project for consideration by the Board or request adjustments, amendments, or updates to the District Plan. The sections below describe the eligibility and procedures for adjusting, amending, and updating the District Plan.

Prerequisites for Capital Improvement Program

Projects must be included within the District Plan as (1) an identified project with an initial project ranking number or (2) a project or programmatic action that addresses an identified problem (see approved District Plan) to be considered for inclusion in the annual budget as part of the Capital Improvement Program (CIP). See the separate guidance document titled Annual Budget and Capital Improvement Program Processes for additional details.

Adjustments to the Comprehensive Plan of Development

An adjustment is a change to a project within the District Plan that can occur at any time and requires approval from the District Administrator. Some changes, such as a change in the method of construction, would not require an adjustment. As an example, if the District Plan identifies a floodwall, how the floodwall is constructed is up to the jurisdiction and regulatory entities. Examples of changes that would require and be eligible for an adjustment include:

- The adjustment does not increase the impact beyond what was approved in the District Plan and its accompanying environmental documents.
- The adjustment increases or decreases the size of a proposed project by 10% or less.
- The adjustment does not change the location or description of the project from what was identified within the District Plan.
- The adjustment corrects typographical errors.

Process for Project Sponsors Requesting Adjustments

To request an adjustment, a project sponsor may contact the District Administrator at any time. Requested adjustments will be noted and tracked by District staff. Approval of adjustments to the District Plan will be considered with the next available amendment cycle.

Amendments to the Comprehensive Plan of Development and Its Environmental Documents

An amendment is a change to the District Plan that could occur at any time and would require Board approval. Amendments to the District Plan and its environmental documents are limited in size and scope and are intended to:

- Correct oversights;
- Update project description and costs;
- Remove a project;
- Update or supplement existing environmental documents;
- Add or adjust proposed solutions to flood problems identified in the District Plan;
- Add or adjust proposed solutions identified in special studies occurring after the initial proposal;

- Reduce the scope and/or flood and/or habitat benefit by 10% or more; or
- Adjust the description or location of the project from what was identified within the District Plan.

Process for Project Sponsors Requesting Amendments

First Steps:

A request for an amendment to the District Plan will be submitted to the Board for its review and consideration. To begin the process, a project sponsor will need to submit a request and provide evidence of legislative action by the sponsor community to initiate the amendment process.

Timeline:

Requests for amendments to the District Plan should be submitted to the District Administrator in writing. The District Administrator will submit requests to the Board for amendments to the District Plan within 30 days of receipt. The community and the Board must be in agreement for the process to proceed.

Once the Board approves moving forward with the amendment, the project sponsor will work with the District Administrator to identify the information necessary to include in the amendment. Information will be provided to District staff who will prepare the amendment.

The District Administrator will prepare a recommendation for each amendment request, including facts and findings and will present proposed amendment language to the Advisory Committee for its review and recommendation. Recommendations on the proposal will be presented to the Executive Committee for its review and recommendation. The recommended amendments will be forwarded to the Board for its approval at the next Board meeting.

Cost:

In most cases, the cost of amending the District Plan and its environmental documents will be borne by the project sponsor.

Updates to the Comprehensive Plan of Development and Its Environmental Documents

The District is committed to keeping the District Plan and its environmental documents current with the needs of the communities it serves. Public participation and outreach will be implemented as part of District Plan updates. The District will ensure that the District Plan complies with the State Environmental Policy Act.

Updating the District Plan is the only method to add a project that does not address a problem identified in the adopted District Plan. Review of new capital projects to determine project ranking will be the responsibility of the District Administrator, who will use the ranking criteria in the District Plan.

The District Plan will be updated at least every 10 years, and the update is subject to Board approval. The planning and public outreach process for these scheduled updates will typically begin around the seventh year of each 10-year period to ensure that an updated District Plan is adopted prior to the beginning of the next 10-year phase.

Given the similar subject matter between the District Plan and Pierce County's Comprehensive Flood Hazard Management Plan, the timing for updates to the District Plan may be synchronized to the County's update.

Process for Project Sponsors Requesting an Update

The Board may choose to start an off-cycle update of the District Plan. A request for an update of the District Plan will be submitted to the Board for its review and consideration.

Legislative action by the requesting community will be required to initiate the process. The community and the Board must be in agreement for the process to proceed.

Coordinating with the District

You are encouraged to contact the District to discuss project ideas prior to submitting a request. For questions or to discuss possible projects, contact the District Administrator, L. Brandon Smith, PE, at 253-798-3154 or pcfczd@co.pierce.wa.us. Requests may also be sent by U.S. Postal Service to:

L. Brandon Smith
District Administrator
Pierce County Flood Control Zone District
2702 South 42nd Street, Suite 201
Tacoma, WA 98409-7322

Definitions

Adjustment: A change to a project within the Comprehensive Plan of Development that can occur at any time and can be approved by the District Administrator.

Amendment: A change to the Comprehensive Plan of Development that could occur at any time and would require Board approval.

Capital Program (Capital Improvement Program): A multiyear financial plan that:

- Lists and describes capital projects that a project sponsor plans to undertake, and
- Indicates how projects will be funded.

Comprehensive Plan of Development (District Plan): A plan that:

- Sets the District's goals and objectives, and
- Identifies regional policies, programs, and projects the District could fund.

Update: A scheduled change on a regular cycle (at least every 10 years) to the Comprehensive Plan of Development that requires Board approval.