

1 **Interlocal Agreement between the City of University Place, Washington,**
2 **and the Pierce Conservation District**

3 This Agreement is made and entered into by and between the City of University Place, a
4 municipal corporation of the State of Washington, hereafter referred to as "City," and Pierce
5 Conservation District, a legal subdivision of the State of Washington, hereafter referred to as
6 "District," for the purpose of establishing the roles and responsibilities of the City and the
7 District with respect to the use of funds from a system of special assessments, authorized by
8 RCW 89.08.400 and known as the Resource Conservation Assessment.

9 WHEREAS, each of the subscribed signatories hereto is a public agency as defined by
10 Chapter 39.34 RCW, the Interlocal Cooperation Act; and

11 WHEREAS, the District and the City are authorized, pursuant to Chapter 39.34 RCW, to
12 enter into agreements with one another for joint or cooperative action; and

13 WHEREAS, the District was established pursuant to Chapter 89.08 RCW to protect
14 natural resources in the City; and

15 WHEREAS, increasing demands for resource management programs, resulting from
16 more stringent regulations, urban development pressures, and public interest and awareness, has
17 put a strain on both the City and District's financial resources; and

18 WHEREAS, RCW 89.08.400 authorizes the County to impose a special assessment on
19 land within the District to fund District activities; and

20 WHEREAS, the revenue from the special assessments will allow the District to work in
21 partnership with the City, Pierce County and other participating cities in the County to obtain
22 grant funding and support local governments, address requirements of the National Pollutant
23 Discharge Elimination System (NPDES), the Endangered Species Act (ESA), and to provide
24 other natural resource protection such as the protection and conservation of farm lands; and

25 WHEREAS, on August 12, 2002 the City Council adopted Resolution 361 requesting the
26 Pierce County Council authorize a five dollar a year special assessment to fund Pierce
27 Conservation District work in the City; and

28 WHEREAS, the Pierce County Council adopted Ordinance No. 2003-97s2, to impose a
29 system of special assessments, known as the Resource Conservation Assessment, pursuant to
30 RCW 89.08.400; and

31 WHEREAS, this Agreement describes and defines the mutual understanding of the
32 parties made with the intention of implementing a program for managing, distributing, and
33 expending the revenues from the Resource Conservation Assessment authorized by RCW
34 89.08.400 and implemented by Pierce County Ordinance No. 2003-97s2.

1 NOW, THEREFORE, for the mutual benefits to be derived by both parties, the parties enter into
2 the following agreement:

3 **I. PURPOSE**

4 The purpose of this Agreement is to establish the roles and responsibilities of the City and
5 the District with respect to the authorization of, and use of funds from, a system of special
6 assessments, known as the Resource Conservation Assessment, for the District.

7 **II. CONTENT OF THIS AGREEMENT**

8 This Agreement consists of the following documents:

- 9 A. Interlocal Agreement
- 10 B. Attachment "A" Proposed Resource Conservation Assessment Spending Plan and
11 Estimate of Revenues

12 **III. FUNDING**

13 Funding for the subject of this Agreement, the District's Resource Conservation
14 Assessment Program "Program", shall be obtained from the revenues authorized by
15 Ordinance No. 2003-97s2, as collected by the Pierce County Assessor-Treasurer (ATR) for
16 eligible properties. The City and the District shall endeavor to seek and obtain, whenever
17 possible, grants and other external funding sources to support the projects included in the
18 Program.

19 **IV. OVERSIGHT PANEL**

20 Municipal governments of Fircrest, Milton, Lakewood, Puyallup, Sumner, Steilacoom,
21 Tacoma, University Place and Pierce County are Partner Jurisdictions with the District for
22 the purposes of this Agreement. A panel of Special Advisors to the District Board of
23 Supervisors shall be created in accordance with RCW 89.08.210, and shall be referred to as
24 the Oversight Panel. The Oversight Panel will consist of one Special Advisor per Partner
25 Jurisdiction, who will represent their jurisdictions and the residents of their jurisdictions as
26 a whole in matters of budget, project and program conduct, and other matters as seen
27 relevant by the Panel. Each member of the Oversight Panel will have the authority to
28 request any pertinent budgetary information, discuss interfund loans and transfers between
29 Partner Jurisdiction funds, and recommend individually or collectively such courses of
30 action as the member(s) deems prudent and necessary.

31 **V. RESPONSIBILITIES OF THE DISTRICT**

- 32 A. Scope of Work. The District shall administer the program and expenditures and
33 perform such duties and services listed on Attachment "A", Proposed Resource
34 Conservation Assessment Spending Plan and Estimate of Revenues, which is attached
35 hereto and incorporated herein by reference.

1 C. Defense and Indemnity. The District agrees to defend, indemnify and save harmless
2 the City, its appointed and elective officers and employees, from and against all loss
3 or expense, including but not limited to judgements, settlements, attorney's fees and
4 costs by reason of any and all claims and demands upon the City, its elected or
5 appointed officials or employees for damages because of personal or bodily injury,
6 including death at any time resulting therefrom, sustained by any person or persons
7 and on account of damage to property including loss of use thereof, whether such
8 injury to persons or damage to property is due to the negligence of the District, his/her
9 subcontractors, its successor or assigns, or its or their agent, servants, or employees,
10 the City, its appointed or elected officers, employees or their agents, except only such
11 injury or damage as shall have been occasioned by the sole negligence of the City, its
12 appointed or elected officials or employees. It is further provided that no liability
13 shall attach to the City by reason of entering into this Agreement, except as expressly
14 provided therein.

15 E. Industrial Insurance Waiver. With respect to the performance of this Agreement and as
16 to claims against the City, its officers, agents and employees, the District expressly
17 waives its immunity under Title 51 of the Revised Code of Washington, the Industrial
18 Insurance Act, for injuries to its employees and agrees that the obligations to indemnify,
19 defend and hold harmless provided in this Agreement extend to any claim brought by or
20 on behalf of any employee of the District. This waiver is mutually negotiated by the
21 parties to this Agreement.

22 F. The District shall purchase and maintain the following insurance during the course of
23 this agreement:

- 24 a. Automobile Liability with limits not less than one million (\$1,000,000.00)
25 combined single limit.
- 26 b. Commercial General Liability with limits not less than one million
27 (\$1,000,000.00) per occurrence and one million (\$1,000,000.00) general
28 aggregate.
- 29 c. Professional Liability with a limit of not less than one million (\$1,000,000.00)
30 per claim.

31 The City shall be named as an additional insured on the Commercial General Liability
32 insurance policy. The District shall furnish a certificate or certificates of insurance to
33 the City evidencing the required insurance before commencing any work. The
34 certificates of insurance shall give the City thirty (30) days notice of cancellation.

35 G. Duration of Agreement. This Agreement is in effect from the date of January 1, 2004
36 through December 31, 2006 for collection of assessments, but expenditures of the
37 collected funds shall be expended by December 31, 2008.

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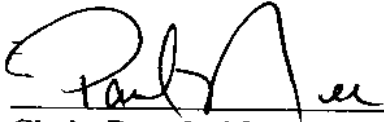
H. Effective Date. This Agreement shall be effective upon adoption by the last governing body to act.

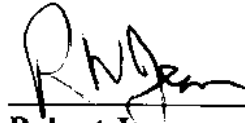
PIERCE CONSERVATION DISTRICT

CITY OF UNIVERSITY PLACE


Approved:

Approved:



Chair, Board of Supervisors 8/26/04
date


Robert Jean
City Manager 7/27/04
date

Reviewed:


Monty Mahan 8/2/04
District Manager date

Approved as to form only:


Janean Polkinghorn 6/1/04
Acting City Attorney date

Attachment A

Proposed Resource Conservation Assessment
Spending Plan*

Urban Conservation	2004		2005		2006		Total
Projects		\$24,379		\$27,050		\$26,147	\$77,576
	Cirque/Bridgeport Park Wetland Improvement		Leach Creek Culvert Stream Restoration		Leach Creek Culvert Monitoring		
	Leach Creek Basin Study		Morrison Detention Pond Mitigation		Riconosuto Wetland Restoration		
			Adriana Hess Wetland Park Improvements		Leach Creek Conservation Park Improvements		
Stream Team		\$11,525		\$11,665		\$11,794	\$34,984
	Pemberton Creek Property Clean Up		Kobyashi Stream Improvements		Leach Creek Steam Improvements		
	Woodside Pond Improvements		Pemberton Creek Stream Enhancement		Pemberton Creek Wetland Enhancement		
	NPDES Permit Education		Kobyashi Trail Development		Leach Creek Trail Acquisition & Development		
			NPDES Permit Education		NPDES Permit Education		
Shoreline Outreach		\$753		\$763		\$771	\$2,287
	Comprehensive Plan Implementation Education Outreach		Comprehensive Plan Implementation Education Outreach		Comprehensive Plan Implementation Education Outreach		
Agricultural Assistance							
Farm Planning		\$915		\$926		\$936	\$2,777
Total		\$37,572		\$40,404		\$39,648	\$117,624

Revenue Estimate				
	2004	2005	2006	Total
Annual Revenues	\$46,127	\$46,127	\$46,127	\$138,381
Administrative Fee (15%)	\$6,919	\$6,919	\$6,919	\$20,757
Gross Revenues	\$39,208	\$39,208	\$39,208	\$117,624
Banked' Forward	\$1,636	\$440	\$0	-
Operating Funds	\$37,572	\$40,404	\$39,648	\$117,624