

**Interlocal Agreement between Pierce County, Washington,
and the Pierce Conservation District**

This Agreement is made and entered into by and between Pierce County, a legal subdivision of the State of Washington ("County"), and Pierce Conservation District, a legal subdivision of the State of Washington ("District") for the purpose of establishing the roles and responsibilities of the County and the District with respect to the authorization for and collection of funds from a system of rates and charges as authorized by Chapter 60, Laws of 2012 and Chapter 88, Laws of 2015.

WHEREAS, the District was established pursuant to Chapter 89.08 RCW to provide for the public health, safety and welfare, including the protection of natural resources in the County; and

WHEREAS, for over 50 years, the District has assisted landowners and local governments as they face natural resource management challenges relating to agriculture, water quality, soil health and erosion, wildfire, salmon recovery, local food access and other natural resource issues; and

WHEREAS, Chapter 60, Laws of 2012, Chapter 88, Laws of 2015 and Chapter 89.08 RCW authorizes the County to approve and collect rates and charges (collectively, "rates") on property within the District to fund District activities; and

WHEREAS, the rate revenue will allow the District to exercise its authority, including the continued protection of the public health, safety and welfare and protection and conservation of natural resources throughout Pierce County and participating cities and towns; obtaining grant funding and supporting local programs; addressing water quality and conservation programs related to endangered salmon species; and, providing for other natural resource protection requirements and needs, such as the protection and conservation of farm land; and

WHEREAS, the Pierce County Council adopted Ordinance No. 2016-____, to approve a system of rates, known as the Resource Conservation Rates, pursuant to Chapter 89.08 RCW; and

WHEREAS, the District and the County are authorized to contract, including pursuant to RCW 89.08.220(11), RCW 36.01.010, RCW 36.32.120 and Chapter 39.34 RCW, and to enter into agreements with one another for joint or cooperative action; and

WHEREAS, this Agreement describes and defines the mutual understanding of the parties made with the intention of approving and implementing a program for distributing the revenues from the Resource Conservation Rates authorized by Chapter 89.08 RCW and approved by Pierce County Ordinance No. 2016-____; and

WHEREAS, this Agreement is authorized by Pierce County Ordinance No. 2016-____.

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

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4 **I. PURPOSE**

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6 The purpose of this Agreement is to establish the roles and responsibilities of the
7 County and the District with respect to the authorization of, and use of funds from,
8 a system of rates, known as the Resource Conservation Rates, for the District.
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10 **II. CONTENT OF THIS AGREEMENT**

11 This Agreement consists of the following documents:

- 12
13 A. Interlocal Agreement; and
14 B. Exhibit D to Ordinance No. 2016-____, Proposed Resource Conservation
15 Spending Plan (Spending Plan) and Estimate of Revenues. Such Proposed
16 Resource Conservation Spending Plan shall only be proposed and shall be
17 adjusted on annual basis as determined by the District and reviewed by the
18 County.
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20 **III. FUNDING**

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22 Funding for the subject of this Agreement, the District's Resource Conservation
23 Programs ("Programs"), shall be obtained from the rate revenues authorized by
24 Ordinance No. 2016-____, as collected by the Pierce County Assessor-Treasurer
25 for subject properties in unincorporated Pierce County and participating cities and
26 towns.
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28 **IV. RESPONSIBILITIES OF THE DISTRICT**

- 29
30 A. Scope of Work. The District shall administer the program and expenditures
31 pursuant to Exhibit D, Proposed Resource Conservation Spending Plan and
32 Estimate of Revenues.
33 B. Financial & Program Reporting. The District shall produce reports
34 summarizing the work performed, expenditures incurred, and revenues
35 collected; providing an evaluation of the performance and results of the work
36 performed according to this Agreement; and estimating the projected
37 revenues and expenditures for the next time period. Reports shall be
38 provided to the members of the Council and the County Executive. These
39 reports shall include, but not be limited to, the following information:
40 • A description of work performed during the period and progress made to
41 date, including expenditure data and monitoring data or performance
42 indicators that reflect expenditures as set forth in Exhibit D, Resource
43 Conservation Spending Plan and Estimate of Revenues.
44 • Description of any adverse conditions that have affected the program
45 objectives and/or time schedules, and actions taken to resolve these
46 issues.
47 • An accounting of the revenues compared with expenditures for the current
48 reporting period and as projected for the next reporting period.
49 • Financial & Program Reports containing the above information are due on
50 July 30 covering the performance period of January 1 – June 30 and due



1 January 31 covering the performance period of July 1 – December 31 of
2 the previous year, of each year of collection of rates.

- 3 • An Annual Reports is due May 15 and shall cover a program and financial
4 summary of the previous calendar year .

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6 C. Accounting.

7 a. Fund Accounts. The District shall maintain a separate fund or account
8 for Conservation District Programs detailing the funds collected by the
9 Pierce County Assessor - Treasurer (the "RC Fund"). Separate
10 accounting shall be made for each program or activity identified in Exhibit
11 D.

12 b. District Administrative Costs. The District's administrative costs shall be
13 linked to the specific program or activity most closely related to their use,
14 when practicable, or prorated across all activities and jurisdictions, in the
15 case of general operating expenses.

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17 D. Maintenance of Records. The District shall maintain all books, documents,
18 receipts, invoices, and records, including payroll records, necessary to
19 sufficiently and properly reflect the expenditures of the RC Fund. The
20 accounting records shall provide for a separate recording and reporting of all
21 RC Fund receipts and expenditures. Financial records pertaining to matters
22 authorized by this Agreement are subject to inspection and audit by
23 representatives of County or the State Auditor upon request. In addition,
24 financial reports shall be audited on a schedule as determined by the
25 protocols and recommendation of the State Auditor. State Auditor reports
26 shall be provided to the County Council and the County Executive within ten
27 (10) days of receipt. Financial records shall be preserved and made available
28 to the County and its agents for a period of six (6) years after the last
29 expenditure of funds, or in the event of an audit, records shall be kept until the
30 audit is completely resolved.

31
32 E. Roll, Appeal, Refunds, Mailing to Tax Exempt Parcels & Defense.

- 33 a. The District shall at its expense prepare a roll setting forth each parcel to be
34 charged and the amount of unpaid charges for each parcel to be charged
35 pursuant to Pierce County Ordinance No. 2016-___, and timely transmit the
36 same to the County Assessor-Treasurer (ATR), for collection in the manner
37 authorized for collection of property taxes.
- 38 b. The District shall at its expense conduct and determine any appeal of rates
39 and charges pursuant to RCW 89.08.405, and promptly transmit to the ATR
40 any revision to the roll to be collected by the ATR, and the District shall refund
41 any amount paid which it determines upon appeal to be in error.
- 42 c. The District shall promptly transmit to the ATR any change in the classification
43 of parcels, application of use codes, and charge applicable to any parcels
44 after transmission of its roll described under subsection a. above.
- 45 d. If the District includes in the roll transmitted to the ATR parcels subject to the
46 rates and charges approved by Pierce County Ordinance No. 2016-___, but
47 not otherwise required by law to receive a property tax statement, the District
48 will pay to the ATR the allocable cost of mailing statements to that parcel, in
49 addition to the otherwise applicable cost of collection.



- 1 e. The District shall defend and indemnify the County from any claim that Pierce
2 County Ordinance No. 2016-__ is unlawful or excessive, and from any other
3 challenge to rates and charges contained in the roll provided to or collected by
4 the ATR for the benefit of the District.
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7 **V. GENERAL PROVISIONS**
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- 9 A. Notice. Except as set forth elsewhere in this Agreement, for all purposes
10 under this Agreement, except service of process, notice shall be given by the
11 District to the County Executive, Room 747, 930 Tacoma Ave S, Tacoma,
12 WA 98402, and to the Legal Counsel for the County Council, Room 1046,
13 930 Tacoma Ave S, Tacoma, WA 98402. Notice to the District for all
14 purposes under this Agreement shall be given to the Chair of the Board of
15 Supervisors and to the District Executive Director, 5430 66th Avenue East,
16 Puyallup, WA 98371.
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- 18 B. Compliance with Laws. The District shall comply with all federal, state, and
19 local laws, statutes, ordinances, rules and regulations applicable to the
20 performance of this Agreement.
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- 22 C. Defense and Indemnity. The District agrees to defend, indemnify and save
23 harmless the County, its appointed and elective officers and employees, from
24 and against all loss or expense, including, but not limited to, judgments,
25 settlements, attorney's fees and costs by reason of any and all claims and
26 demands upon the County, its elected or appointed officials or employees for
27 damages because of personal or bodily injury, including death at any time
28 resulting therefrom, sustained by any person or persons and on account of
29 damage to property including loss of use thereof, whether such injury to
30 persons or damage to property is due to the negligence of the District, his/her
31 subcontractors, its successor or assigns, or its or their agent, servants, or
32 employees, the County, its appointed or elected officers, employees or their
33 agents, except only such injury or damage as shall have been occasioned by
34 the sole negligence of the County, its appointed or elected officials or
35 employees. It is further provided that no liability shall attach to the County by
36 reason of entering into this Agreement, except as expressly provided therein.
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- 38 C. Industrial Insurance Waiver. With respect to the performance of this
39 Agreement and as to claims against the County, its officers, agents and
40 employees, the District expressly waives its immunity under Title 51 of the
41 Revised Code of Washington, the Industrial Insurance Act, for injuries to its
42 employees and agrees that the obligations to indemnify, defend and hold
43 harmless provided in this Agreement extend to any claim brought by or on
44 behalf of any employee of the District. This waiver is mutually negotiated by
45 the parties to this Agreement.
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E. Term and Effective Date. This Agreement shall be effective upon adoption of the authorizing action by the last governing body to act, and remain in effect the period of rate collection authorized under County Ordinance No. 2016-____.

PIERCE CONSERVATION DISTRICT

PIERCE COUNTY

Approved:

Approved:

Chair, Board of Supervisors date

Pat McCarthy date
Pierce County Executive

Reviewed:

Reviewed:

Pierce Conservation District date
Executive Director

Gary Robinson date
Director, Budget and Finance

Approved as to form only:

Deputy Prosecuting Attorney date