

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE
RECREATION AND CONSERVATION OFFICE
AND
CITY OF CHEHALIS**

PARTIES TO THE AGREEMENT

This Interagency Agreement is made and entered into by and between the Washington State Recreation and Conservation Office, hereinafter referred to as "RCO", and the City of Chehalis, hereinafter referred to as "CITY", pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE

The purpose of this Agreement is to provide funds to the CITY, through the Office of the Chehalis Basin (OCB) to determine the feasibility and anticipated benefit of developing a flood storage master plan for the CITY by building on and refining earlier planning and analysis conducted under RCO agreements 16-2727 and 17-1312.

STATEMENT OF WORK

Via the terms of this agreement, the CITY shall retain or furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work set forth in Attachment A that is attached hereto and incorporated herein.

DELIVERABLES

The CITY will produce the following deliverables:

- Install piezometers, collect LiDAR and provide notification of completion.
- Develop base map, model storage concepts and provide notification of completion.
- Provide summary report of findings and anticipated benefits for this phase of the project.

SUMMARY

At the conclusion of this agreement, the CITY, Chehalis River Basin Flood Authority, Office of Chehalis Basin, and Chehalis Basin Board will be better informed as to the anticipated benefit of the CITY's proposed flood storage masterplan (i.e., anticipated storage volumes, capacities, locations).

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance for this Agreement shall become effective on **December 1, 2018** regardless of date of execution, and will expire on **June 30, 2021**, except as clarified in this term below and/or unless terminated sooner or extended by RCO as provided herein.

Funding for this project is appropriated through June 30, 2021. This agreement may be extended to include work thereafter, as needed and if funding is available.

COMPENSATION

RCO shall reimburse the CITY an amount not to exceed **Eighty-Five Thousand Dollars (\$85,000)**, including any applicable tax and indirect costs, for the performance of all things necessary for, or incidental to, the work as set forth in this Agreement.

Allowable costs shall include costs incurred from the first date of the Agreement period until the Agreement is terminated or expires as provided herein, but in no event shall allowable costs exceed the maximum amount of the Agreement. Costs allowable under this Agreement are based on the agreed upon budget.

The CITY shall be allowed to move amounts not to exceed ten percent of any object or expenditure total between objects. However, no change or transfer can be made that would have the effect of increasing the total budget. Budget changes in excess of this ten percent may be made only upon the written approval of both parties to this Agreement.

BUDGET

The proposed budget breakdown is as follows:

Task 1 – Install piezometers, collect LiDAR	\$50,000
Task 2 – Develop base map, model storage concepts	\$20,000
Task 3 – Provide summary report of findings and anticipated benefits	\$15,000
Total	\$85,000

BILLING AND PAYMENT

RCO will pay the CITY upon acceptance of service provided and receipt and approval of a properly completed invoice, which shall be submitted not more frequently than monthly to RCO’s representative as designated in the Administration section below.

The invoice shall describe and document, to RCO’s satisfaction, a description of the work performed, staff charges, any travel costs, indirect cost calculations, and fees. The CITY shall also include adequate supporting documentation.

Invoices shall include the individual performing the work, the number of hours and the hourly rate.

The CITY shall receive compensation for travel expenses at current state travel reimbursement rates.

Invoices must be submitted electronically using PRISM online. Information is available on RCO’s website located at https://www.rco.wa.gov/doc_pages/reimbursement.shtml. Contact the agency at ebilling@rco.wa.gov with any questions.

Payment shall be considered timely if made by RCO within thirty (30) calendar days after receipt of the properly completed invoice. Payment shall be sent to the address designated by the CITY.

RCO may, in its sole discretion, terminate the Agreement or withhold payments claimed by the

CITY for services rendered if the CITY fails to satisfactorily comply with any term or condition of this Agreement.

PERFORMANCE REPORTING

The CITY will complete quarterly progress reports and a final report using PRISM Online. A training video is available at https://www.rco.wa.gov/prism_app/Prism-Training.shtml.

RECORDS

A. Digital Records. If requested by RCO, the CITY must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.

B. Maintenance. The CITY shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. The CITY shall retain such records for a period of six (6) years from the date of expiration of this agreement. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

C. Access to Records and Data. At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the CITY's reports, including computer models and methodology for those models.

D. Public Records. The CITY acknowledges that this funding is subject to RCW 42.56 and that this Agreement and any records the CITY submits or has submitted to RCO shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06. By submitting any record to RCO, the CITY understands that RCO may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The CITY warrants that it possesses such legal rights as are necessary to permit RCO to disclose and copy such document to respond to a request under state public records laws. The CITY hereby agrees to release RCO from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of RCO's defense of such claims.

ACKNOWLEDGEMENTS AND SIGNS

A. Publications. The CITY shall include language which acknowledges the contribution of funding from the Chehalis Basin Strategy, through the Office of Chehalis Basin and Chehalis River Basin Flood Authority, to this project in any release or other publication developed or modified for, or referring to, the project during the project period.

B. Signs. During the period of performance, the CITY shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the contribution of funding from the Chehalis Basin Strategy, through the Office of Chehalis Basin and Chehalis River Basin Flood Authority, unless waived by the Office of Chehalis Basin director.

C. Ceremonies. The CITY shall notify the Office of Chehalis Basin and the Chehalis River Basin Flood Authority no later than two weeks before a dedication ceremony for this project. The CITY shall verbally acknowledge the funding contribution from the Chehalis Basin Strategy, through the Office of Chehalis Basin and Chehalis River Basin Flood Authority, at all dedication ceremonies.

ARCHAEOLOGICAL AND CULTURAL RESOURCES

The CITY shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The CITY agrees to hold harmless RCO and the state of Washington, Department of Ecology (ECY) in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the CITY negligence, including any subcontractor's negligence. For the terms of this Agreement, the CITY shall defer to ECY and their archeological and cultural resources policy as follows. The CITY shall:

- a) Contact ECY to discuss any Cultural Resources requirements for the project:
- For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.

- b) If required by ECY, submit an Inadvertent Discovery Plan (IDP) to ECY prior to implementing any project that involves ground disturbing activities. ECY will provide the IDP form.

The CITY shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historical resources are found while conducting work under this Agreement, immediately stop work and notify ECY, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement immediately stop work and notify the local law enforcement agency or Medical Examiner/Coroner's Office, and then ECY.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

ENVIRONMENTAL DATA STANDARDS

- a) The CITY shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. The CITY is to contact ECY if unsure about whether a QAPP is required for their project. If a QAPP is required, the CONTRACTOR shall:
- Use ECY's QAPP Template/Checklist provided by ECY, unless ECY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
 - Follow ECY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
 - Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) The CITY shall submit environmental data that was collected on a project to ECY using the Environmental Information Management system (EIM), unless the ECY instructs otherwise. The CITY must confirm with ECY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.
- c) The CITY shall follow ECY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. The CITY, when requested by ECY, shall provide copies to ECY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

ADMINISTRATION

The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for the administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

Contract Manager for the CITY:	Contract Manager for RCO:
Trent Lougheed Community Development Director City of Chehalis 1321 S. Market Blvd. Chehalis, WA 98532 360-557-9516 tlougheed@ci.chehalis.wa.us or his/her successor	Alissa Ferrell Grants Manager Recreation and Conservation Office PO Box 40917 Olympia, WA 98504-0917 360-867-8618 alissa.ferrell@rco.wa.gov or her successor

DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from RCO, one representative from the CITY, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

TERMINATION

Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination of this Agreement, the terminating party shall be liable only for performance rendered prior to the effective date of termination.

CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be waived, changed, modified, or amended only by written agreement executed by both parties hereto.

EXECUTION

We, the undersigned, agree to the terms of the foregoing Agreement.

THE CITY OF CHEHALIS

**WASHINGTON STATE
RECREATION AND CONSERVATION OFFICE**

Jill Anderson
SIGNATURE

Scott T. Robinson
SIGNATURE

Jill Anderson
PRINT NAME

Scott T. Robinson
PRINT NAME

City Manager 7-30-19
TITLE DATE

Deputy Director 8/15/19
TITLE DATE

RECEIVED
AUG 15 2019
WA STATE
RECREATION AND CONSERVATION OFFICE

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AUG 15 2019
WA STATE
RECREATION AND CONSERVATION OFFICE

ATTACHMENT A

SCOPE OF WORK for The City of Chehalis Flood Storage and Habitat Enhancement Master Plan (Phase II)

Project description:

This project will fund Phase II of the CITY's Flood Storage and Habitat Enhancement Master Plan, which will include a banking proposal for flood hazard reduction and storage on the 156-acre basin located between the Chehalis River and Louisiana Avenue, and between Highway 6 and Airport Road in Chehalis. This phase will include hydraulic modelling to determine flows, storage and reductions in stage. For further background see:

<https://www.ezview.wa.gov/DesktopModules/Documents2/View.aspx?tabID=28124&alias=1492&mid=68716&ItemID=6595>.

Tasks:

The CITY will implement Phase II of the comprehensive plan development process as follows:

1. Install piezometers, collect LiDAR and provide notification of completion.
 - Install piezometers and monitor ground water levels in soils adjacent to the river and correlate groundwater levels to that of the river through winter and into early summer.
 - Geo-reference piezometer locations.
 - Collect existing topographic information including LiDAR mapping for use in preparation of base map.
2. Develop base map, model storage concepts and provide notification of completion.
 - Prepare two storage concepts, based on size and location, for following floods: 100-year flood; 2-year flood.
 - Prepare flood stage model runs (by Watershed Science and Engineering) on two storage concepts. Purpose of modeling at this phase is to quantify and scale storage volumes.
3. Provide summary report of findings and anticipated benefits for this phase of the project.
 - This will include estimates of storage quantities (volumes) and costs.

Deliverables:

Deliverable for Above Tasks	Completion Date
• Install piezometers, collect LiDAR and provide notification completion.	March 2020
• Develop base map, model storage concepts and provide notification of completion.	March 2020
• Provide summary report of findings and anticipated benefits.	June 2021

Natural Resources Building
P.O. Box 40917
Olympia, WA 98504-0917

1111 Washington St. S.E.
Olympia, WA 98501



(360) 902-3000
E-mail: info@rco.wa.gov
Web site: www.rco.wa.gov

STATE OF WASHINGTON
RECREATION AND CONSERVATION OFFICE

August 21, 2019

Trent Lougheed
City of Chehalis
1321 S Market Blvd
Chehalis, WA 98532

RE: Flood Storage and Habitat Enhancement Master Plan, RCO #19-1187P

Dear Trent Lougheed:

Enclosed is a signed original of the project agreement for your files. Please pay close attention to the project milestones and contact us immediately if you have difficulty meeting your deadlines or with completing the approved scope of work.

Please find program manuals on our website and electronic billings through PRISM. If you have questions, please contact your grants manager, Alissa Ferrell, at (360) 902-2969 or alissa.ferrell@rco.wa.gov.

Thank you for your support and participation in our grant programs. We wish you success and look forward to seeing the completed project.

Sincerely,

A handwritten signature in blue ink, appearing to be "Alissa Ferrell", written over a horizontal line.

Administrative Assistant

Enclosure

