

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

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 City of Napavine, hereinafter referred to as "City of Napavine", pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE

The City of Napavine's project is to study options to re-route or contain backflow water from flood events off the Newaukum River from East Interstate 5 to West Interstate 5. Benefits of doing so include flood damage reduction to surrounding properties along Kirkland Road, Rush Road and Bond Road due to control of overbank and backflow waters from the Newaukum River. The study area has grown considerably over the last few years and is continuing to attract large commercial growth. This makes keeping these roadways open and properties safe from backflow waters from the Newaukum River the number one priority of the City of Napavine. The project design study is necessary to better understand how to provide for growth that is protected from backflow events and is anticipated to take six months to complete.

The project design study timeline is as follows:

- May 2016 -- Draft design study.
- July 2016 -- Final design study.

PERIOD OF PERFORMANCE

This Agreement shall become effective **October 1, 2015** or once fully signed, whichever is later, and will expire on **June 30, 2017**, except as clarified in this term below and/or unless terminated sooner or extended as provided herein.

Funding for this project is appropriated through June 30, 2017. This agreement may be extended to include work in FY 2017 as needed and if funding is available.

STATEMENT OF WORK

City of Napavine shall provide the following services to RCO related to flood hazard reduction in the Chehalis Basin and support of the Chehalis River Basin Flood Authority:

See Attachment A – Updated 2015-17 Small Projects Recruitment Form (dated May 1, 2015) and 10/28/2015 Scope-of-Work (Gray & Osborne, Inc.).

COMPENSATION

RCO shall reimburse City of Napavine, an amount not to exceed Forty Thousand Dollars (**\$40,000**), 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 by the City of Napavine 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 following agreed budget.

CATEGORY	DOLLARS
Salaries and Wages	\$
Goods and Services	\$40,000
Construction Contracts	\$
TOTAL	\$40,000

City of Napavine, 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.

BILLING AND PAYMENT

RCO will pay City of Napavine 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. City of Napavine shall also include adequate supporting documentation and include a reference to RCO Interagency Agreement Number 15-1530. If expenses are invoiced, City of Napavine shall provide a detailed breakdown of each type.

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 City of Napavine.

RCO may, in its sole discretion, terminate the contract or withhold payments claimed by City of Napavine for services rendered if City of Napavine fails to satisfactorily comply with any term or condition of this contract.

No payment in advance or in anticipation of services or supplies to be provided under this contract shall be made by RCO.

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.

City of Napavine's representative shall be Steve Ashley, PO Box 810, Napavine, WA, 98565, 360-262-9344, sashley@cityofnapavine.com or his successor.

RCO's representative shall be Scott Robinson, PO Box 40917, Olympia, WA 98504-0917, 360-902-0207, scott.robinson@rco.wa.gov or his successor.

DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from RCO, one representative from City of Napavine, 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.

CITY OF NAPA VINE**STATE OF WASHINGTON
RECREATION AND CONSERVATION OFFICE**

John Sayers, Mayor
City of Napavine

Scott Robinson, Deputy Director

Date

Date

ATTACHMENT A

City of Napavine Updated 2015-17 Small Projects Recruitment Form (5/1/2015) and
10/28/2015 Scope-of-Work (Gray & Osborne, Inc.)

Updated 2015-17 Small Projects Recruitment Form

Chehalis River Basin Flood Relief

What are small projects? -- In general, small projects are those projects that provide predominantly localized benefit, are capable of being completed within the funding cycle, are supported by the jurisdiction within which the project is proposed, and are vetted and advanced through the Chehalis River Basin Flood Authority's Chehalis Basin Projects Committee.

Instructions:

- a. Please submit updated project requests (via this form) to Scott Boettcher (scottb@sbgh-partners.com) no later than 5:00 p.m. June 11, 2015.
- b. In particular, we are interested in updates to Project Timeline (#7), Project Cost and Funding (#8), and Completion and Doability (Part III); however notable updates to other sections of the form are welcome too.
- c. Projects being asked for scope and budget updates can be found here -- [https://www.ezview.wa.gov/Portals/_1492/images/2015-17%20Small%20Projects%20--%2010152014\(2\)\(1\).pdf](https://www.ezview.wa.gov/Portals/_1492/images/2015-17%20Small%20Projects%20--%2010152014(2)(1).pdf).

Part I General	
1. Date:	5-1-2015
2. Project Name:	Kirkland road flood study
3. Project Location -- Please identify the location of the project as precisely as possible, preferable with latitude/longitude coordinates.	Kirkland rd and Rush rd at exit 72 off Interstate 5 East and West side of the Interstate
4. Project Contact -- Please identify who will be responsible for overseeing and managing the project (i.e., name, email, telephone number, etc.).	<div style="display: flex; justify-content: space-between;"> <div> Steve Ashley Director sashley@cityofnapavine.com 360-262-9344 </div> <div> Cris Dodd Admin. Assistant cdodd@cityofnapavine.com 360-262-9344 </div> </div>
5. Lead Organization -- Please identify the lead organization, agency, entity, etc. responsible for this project.	City of Napavine

Part II	
Description, Timing and Cost	
6. Project Description -- Please describe the project, what it is intended to accomplish, and the benefits that will accrue and to whom.	A study and conclusion of how to re-rout or contain backflow water from flood events off the Newaukum river from East Interstate 5 to West Interstate 5
7. Project Timeline -- Please describe the overall timeline for completion of the project as well any interim stages or phases.	1 phase 180 days
8. Project Cost and Funding -- What is the cost of this project? What are the on-going maintenance and operation requirements? Is it clear who will be responsible for on-going maintenance and operations costs?	40,000 No ongoing maintenance needed
9. Other Funding -- Please explain the extent to which other funding sources or funding partners are available.	None at this time
Part III	
Completion and Doability by June 30, 2017	
10. Project Completion -- Does the funding requested complete (or substantially complete) a project that has already been started? If so, please explain.	This Funding request would start and complete the flooding study for this area.
11. Project Doable -- Can this project or the stage/phase for which funding is sought be completed by June 30, 2017?	yes
12. Project Impacts -- Please identify how any project impacts will be mitigated and if that mitigation will be accomplished by June 30, 2017?	Project Impacts will be Identified through the course of the study. Potential benefits include Flood damage reduction to surrounding properties along Kirkland Bond and Rush rd due to control of overbank and backflow waters from the Newaukum river.
Part IV	
Benefits Stated and Quantified	
13. Emergency Response -- Please explain how this project enhances our ability to respond in a flood emergency (e.g., does it keep critical	This project will provide better emergency access during high flow events and reduce flood related traffic impacts at the Kirkland rd, Rush rd and Interstate 5 Interchange

access roads, transportation facilities, etc. open and functional.)	
14. Essential Infrastructure Protection -- Please explain how this project protects essential infrastructure (as well the risks or consequences of not acting this funding cycle).	This study will give us the tools on how to construct needed infrastructure for flood control as this Intersection continues to expand.
15. Public Health, Safety and Welfare -- Please explain how this project protects public health, safety and welfare.	Managing backflow waters directing them through some method to keep major roadways open during these events. Allowing emergency vehicles access to properties.
16. Residential, Commercial and/or Agricultural Protection -- Please explain how this project protects residential, commercial and/or agricultural interests and communities and the benefits of acting (or consequences of not acting) this funding cycle. Consider factors like number of structures at risk, number of people at risk, historic frequency of flood damage, magnitude of benefit to be gained for the cost, etc.).	These roadways see over 6000 vehicles a day and is continually expanding with this study we will be able to manage those backflow waters in conjunction with the growth protecting life and trade.
17. Other Project Impacts -- Please explain how this project impacts or is potentially impacted by another project.	None at this time
18. Anything Else -- Please feel free to offer any additional information (e.g., photos, maps, drawings, etc.) that would be helpful to better understand the scope, timeline and benefits of this project.	This area has grown considerably over the last few years and is continuing to attract large commercial growth keeping these roadways open and properties safe from backflow waters from the Newaukum river is the #1 priority of the City of Napavine and this study will allow us the direction for that growth in respect to the backflows from flooding.



MEMORANDUM

TO: STEVE ASHLEY
FROM: NANCY LOCKETT, P.E.
DATE: OCTOBER 28, 2015
SUBJECT: RUSH ROAD DRAINAGE IMPROVEMENTS
CITY OF NAPA VINE, LEWIS COUNTY,
WASHINGTON
G&O #20157.27

The City would like to investigate the feasibility of improving the drainage on Kirkland Road and Rush Road from the city limits on the east to the intersection of Rush Road and Hamilton Road on the west. The drainage improvements would be designed to help convey floodwater from the Newaukum River that in the past has overrun the banks of the river north of Kirkland Road and flooded the north side of Kirkland Road, Kirkland Road itself, and the low area under the Interstate 5 overpass on Rush Road.

As we discussed during a site visit in October 2012, it appears that a viable option for the drainage improvements on Kirkland Road is to provide a large-diameter or box culvert to direct the drainage from the north side of Kirkland Road to the south side of Kirkland Road at approximately the entrance to McDonalds. Large-diameter culverts or box culverts would need to be installed under the McDonalds entrances, Bond Road, the Interstate 5 northbound exit ramp, and the Interstate 5 southbound entrance ramp. Improvements on the north side of Kirkland Road may include culvert improvements under the Burger King entrances and from the north side of Kirkland Road to the south side of Kirkland Road. An additional culvert from the east side of Rush Road to the west side of Rush Road may be required. Coordination with the private property owners and WSDOT will be critical for the success of the project.

The engineering evaluation and design for this project includes the following scope of work.

PREDESIGN PHASE

Design Survey

The Engineer will survey to establish horizontal and vertical control as necessary for the proposed project. Reference existing monumentation, property corners, and other



October 28, 2015

Page 2

miscellaneous right-of-way marks as may be required. Acquire relevant recorded documentation of plats, record surveys, and utility maps.

Survey control points will be physically set for site reference control. Physical features including structures, valves, streets, fences, utility poles, signs, edges of pavement, ditches, fire hydrants, etc., will be noted for plotting. Property owners will be notified and permission requested prior to surveying on private property.

Survey and prepare temporary and permanent construction easements for access to the alignment across private or state property.

Geotechnical Study and Report

Conduct a geotechnical investigation of the proposed drainage improvements to assess soil-bearing conditions and provide recommendations for large-diameter culvert construction.

Environmental and Permitting

The Engineer will assist the City by preparing and submitting permit applications and environmental documentation required for project construction. The Engineer will incorporate and reference relevant special provisions, requirements, and conditions warranted by the permits into the project plans and specifications. The environmental and permit applications anticipated for this project include:

- SEPA Checklist (the City will issue SEPA determination and advertise SEPA)
- EZ-1 Cultural Resources Notification
- WSDOT General Permit

Hydraulic/Hydrologic Analysis

The Engineer will prepare a hydraulic/hydrologic model of the drainage system to assist in sizing the drainage improvements.

Preliminary Design and Cost Estimate

The Engineer will evaluate drainage alternatives to direct floodwater from the Newaukum River from the north side of Kirkland Road to the intersection of Rush Road and Hamilton Road. The proposed alignment will be coordinated with the City's plans for the improvement of Kirkland Road, the property owners along Kirkland Road, and



October 28, 2015

Page 3

WSDOT. The preliminary design analysis will identify the alignment, ditch and culvert improvements, and right-of-way/property issues that would need to be resolved.

The Engineer will meet with WSDOT to determine WSDOT's requirements for constructing drainage improvements within the WSDOT right-of-way. WSDOT requirements will be incorporated into the preliminary design.

The estimated cost for the Predesign Phase of the project is \$40,000 as shown on the attached Exhibit B.

NEL/hhj