

**INTERAGENCY AGREEMENT  
BETWEEN  
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE  
AND  
THE WASHINGTON STATE CONSERVATION COMMISSION,  
ACTING AS THE LEAD AGENCY FOR  
LEWIS COUNTY, ACTING AS THE LEAD AGENCY FOR  
THE CHEHALIS RIVER BASIN FLOOD AUTHORITY**

**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 Washington State Conservation Commission, acting as the Lead Agency for the Chehalis River Basin Flood Authority, hereinafter referred to as "WSCC", pursuant to the authority granted by Chapter 39.34 RCW.

**PURPOSE**

The purpose of this Agreement is for RCO to release funds authorized by the Legislature in Second Engrossed House Bill 1115 (Chapter 3, Laws of 2015) designated for study, analysis and implementation of flood control projects in the Chehalis River Basin.

**PERIOD OF PERFORMANCE**

This Agreement shall become effective on **July 1, 2015**, regardless of date of execution, 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**

The WSCC shall provide the following services related to flood hazard reduction in the Chehalis Basin and support of the Chehalis River Basin Flood Authority (this is Task 1 in the overall program strategy):

1. Allocated through WSCC to cost-share on projects identified, planned and which can be implemented.
2. Critter pads.
3. Deliverables to be submitted to RCO by the Flood Authority will include the following:
  - Brief status reports (including expenses itemized by budgetary item) to be submitted with each invoice, describing progress related to the work under this agreement.

**COMPENSATION**

RCO shall reimburse WSCC, acting as the Lead Agency for the Chehalis River Basin Flood Authority ("Flood Authority"), an amount not to exceed Five Hundred Thousand Dollars (**\$500,000**), 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 Flood Authority 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 upon budget.

Activity	Details	Biennial Cost
Project Construction Fund	Allocated through WSCC to cost-share on projects identified, planned and can be implemented.	\$500,000
<b>Total</b>		<b>\$500,000</b>

The WSCC, acting as the Lead Agency for the Flood Authority, 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 WSCC 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. WSCC shall also include adequate supporting documentation and include a reference to RCO Interagency Agreement Number 15-1509. If expenses are invoiced, WSCC 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 WSCC.

RCO may, in its sole discretion, terminate the contract or withhold payments claimed by WSCC for services rendered if WSCC 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.

WSCC's representative shall be Mark Clark, PO Box 47721, Olympia, WA 98504-7721; 360-407-6201, [macl461@ecy.wa.gov](mailto:macl461@ecy.wa.gov) or his successor.

RCO's representative shall be Alice Rubin, PO Box 40917, Olympia, WA 98504-0917, 360-902-2635, [alice.rubin@rco.wa.gov](mailto:alice.rubin@rco.wa.gov) or her successor.

**DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The

members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties.

**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 WASHINGTON STATE CONSERVATION  
COMMISSION, ACTING AS LEAD AGENCY  
FOR THE CHEHALIS RIVER BASIN FLOOD  
AUTHORITY**



Mark Clark  
Director

11/23/15  
DATE

**STATE OF WASHINGTON  
RECREATION AND CONSERVATION OFFICE**



Scott T. Robinson  
Deputy Director

11/25/15  
DATE

RECEIVED  
NOV 25  
WA STATE  
RECREATION AND CONSERVATION OFFICE

