

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

**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 Aberdeen, hereinafter referred to as "Aberdeen", pursuant to the authority granted by Chapter 39.34 RCW.

**PURPOSE**

Fry Creek passes through developed urban areas of Aberdeen and Hoquiam before discharging to Grays Harbor. (See attached Vicinity Map.) The creek channel has been filled in and constricted over time as the cities have developed, and today it is generally a narrow channel passing through many culverts and under roadway crossings. (See attached photos for current conditions.) During high rainfall events, the flow exceeds the capacity of the channel and the creek floods adjacent urban residential and commercial areas, affecting homes, businesses, roadways, and vital operations such as the Grays Harbor PUD and Pacific Care and Rehabilitation Center. In addition to direct flooding, city storm sewers that are hydraulically connected to the creek surcharge when it floods, contributing to significant flooding in low-lying areas not immediately adjacent to the creek such as Cherry Street farther east in the City of Aberdeen.

The Cities of Aberdeen and Hoquiam are currently developing a comprehensive flood risk master plan – the "Timberworks Master Plan" – to be completed in October 2016. The Master Plan will identify restoration and flood reduction measures for Fry Creek. Aberdeen will build on the work completed in the Master Plan to create a 30% design for restoration of Fry Creek to reduce flooding by improving conveyance, storage, and outfall conditions in the creek system. Additional goals include habitat restoration and improved public access to Fry Creek.

The project will benefit the City of Aberdeen, City of Hoquiam, Grays Harbor PUD, Pacific Care and Rehabilitation Center, and many others.

Project timeline is:

- August 2016 – Hydraulic/hydrologic analysis complete.
- June 2017 – 30% design and cost estimate complete.
- June 2017 – Acquisition plan complete.

Read more at [https://www.ezview.wa.gov/site/alias\\_1941/overview/36772/overview.aspx](https://www.ezview.wa.gov/site/alias_1941/overview/36772/overview.aspx)

**PERIOD OF PERFORMANCE**

This Agreement shall become effective **May 4, 2016** 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**

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

See Attachment A - 2015-17 Small Projects Recruitment Form (dated March 30, 2016) as well as "Purpose" as stated above.

**COMPENSATION**

RCO shall reimburse Aberdeen an amount not to exceed One Hundred and Fifty Thousand Dollars (\$150,000), 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 Aberdeen 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	\$150,000
Construction Contracts	
TOTAL	\$150,000

Aberdeen 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 Aberdeen 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. Aberdeen shall also include adequate supporting documentation and include a reference to RCO Interagency Agreement Number 15-1526. If expenses are invoiced, Aberdeen 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 Aberdeen.

RCO may, in its sole discretion, terminate the contract or withhold payments claimed by Aberdeen for services rendered if Aberdeen 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 Aberdeen's representative shall be Rick Sangder, City Hall, 200 East Market Street, Aberdeen, WA 98520; 360-537-3228, [rsangder@aberdeenwa.gov](mailto:rsangder@aberdeenwa.gov) 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](mailto: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 Aberdeen, 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**

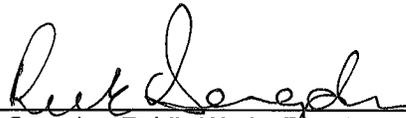
This Agreement may be waived, changed, modified, or amended only by written agreement executed by both parties hereto.

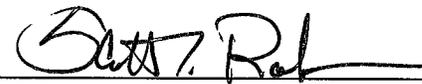
**EXECUTION**

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

**CITY OF ABERDEEN**

**STATE OF WASHINGTON  
RECREATION AND CONSERVATION OFFICE**

  
\_\_\_\_\_  
Rick Sangder, Public Works Director  
City of Aberdeen

  
\_\_\_\_\_  
Scott Robinson, Deputy Director

5/5/16  
\_\_\_\_\_  
Date

5/11/16  
\_\_\_\_\_  
Date

**RECEIVED**

**MAY - 9 2016**

WA STATE  
RECREATION AND CONSERVATION OFFICE



## 2015-17 Small Projects Recruitment Form

### "Additional Local Flood relief Projects" (for 2015-17 biennium)

#### 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.

**What are additional local flood relief projects?** -- Additional local flood relief projects are small projects seeking to utilize surplus 2015-17 small project monies as a result of other small projects coming in under budget, being re-scoped or otherwise resulting in surplus resources. Additional local flood relief projects, like small projects are to be completed within the funding cycle, supported by the jurisdiction within which the project is proposed, and vetted and advanced through the Chehalis River Basin Flood Authority's Chehalis Basin Projects Committee.

#### Instructions:

- a. Please submit additional local flood relief project requests (via this form) to Scott Boettcher ([scottb@sbgh-partners.com](mailto:scottb@sbgh-partners.com)) no later than 5:00 p.m. April 1, 2016.
- b. Please submit individual project request forms for each project in your jurisdiction, even those projects previously or partially funded in the past.
- c. Note: Parts III and IV below [marked by "(\*\*)"] will be scored as part of the Chehalis Basin Projects Committee's review and evaluation. Part I and II will not be scored.

<b>Part I General</b>	
1. <b>Date:</b>	March 30, 2016
2. <b>Project Name:</b>	Fry Creek Restoration – 30% Design and Cost Estimate
3. <b>Project Location</b> -- Please identify the location of the project as precisely as possible, preferable with latitude/longitude coordinates.	Fry Creek is located in Grays Harbor County in the Cities of Aberdeen and Hoquiam, with its mouth located at the Port of Grays Harbor. Approximate latitude and longitude: 46°58'27" N, 123°51'02"W
4. <b>Project Contact</b> -- Please identify who will be	Rick Sangder, Public Works Director

  
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responsible for overseeing and managing the project (i.e., name, email, telephone number, etc.).	City of Aberdeen Public Works 200 East Market Street, Aberdeen, WA 98520-5207 (360) 537-3228 rsangder@aberdeenwa.gov
<b>5. Lead Organization</b> -- Please identify the lead organization, agency, entity, etc. responsible for this project. Please identify key partners responsible for assisting in the delivery or implementation of the project.	The City of Aberdeen will administer the project. The project will occur in the Cities of Aberdeen and Hoquiam.
<b>Part II          Description, Timing and Cost</b>	
<b>6. Project Description</b> -- Please describe the project, what it is intended to accomplish, and the benefits that will accrue and to whom.	<p>Fry Creek passes through developed urban areas of Aberdeen and Hoquiam before discharging to Grays Harbor. (See attached Vicinity Map.) The creek channel has been filled in and constricted over time as the cities have developed, and today it is generally a narrow channel passing through many culverts and under roadway crossings. (See attached photos for current conditions.) During high rainfall events, the flow exceeds the capacity of the channel and the creek floods adjacent urban residential and commercial areas, affecting homes, businesses, roadways, and vital operations such as the Grays Harbor PUD and Pacific Care and Rehabilitation Center. In addition to direct flooding, city storm sewers that are hydraulically connected to the creek surcharge when it floods, contributing to significant flooding in low-lying areas not immediately adjacent to the creek such as Cherry Street farther east in the City of Aberdeen.</p> <p>The Cities of Aberdeen and Hoquiam are currently developing a comprehensive flood risk master plan – the “Timberworks Master Plan” – to be completed in October 2016. The Master Plan will identify restoration and flood reduction measures for Fry Creek. This project will build on the work completed in the Master Plan to create a 30% design for restoration of Fry Creek to reduce flooding by improving conveyance, storage, and outfall conditions in the creek system. Additional goals include habitat restoration and improved public access to Fry Creek.</p> <p>The outcome of the project will be a 30% design and cost estimate for restoration of Fry Creek to reduce flooding. The work will include performing a hydraulic/hydrologic</p>

  
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	<p>analysis of the basin to determine the anticipated flow of Fry Creek where it passes through the cities, as well as to identify constrictions and model proposed restoration geometry. The final product will be 30% level plans and an engineer's estimate of probable costs that will be used to seek funding (taxes, levies, or grants) for final design and construction.</p> <p>The project will benefit the City of Aberdeen, City of Hoquiam, Grays Harbor PUD, Pacific Care and Rehabilitation Center, and many others. It will be a multi-benefit project to decrease damaging floods in a depressed area while improving wildlife habitat and access.</p>
<p>7. <b>Project Timeline</b> -- Please describe the overall timeline for completion of the project as well any interim stages or phases.</p>	<p>The hydraulic/hydrologic analysis component of this project would occur immediately to support the Master Plan and North Shore Levee projects currently underway. The Master Plan will be complete in October 2016 then the main Fry Creek Restoration 30% Design and Cost Estimate design work would begin in November 2016. The main deliverables (completion dates in parenthesis) are: 1) hydraulic/hydrologic analysis (July 31, 2016), 2) 30% design and cost estimate (May 31, 2017) and 3) acquisition plan based on the restoration design needs (June 30, 2017). The project will be completed by June 2017.</p>
<p>8. <b>Project Cost and Funding</b> -- 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?</p>	<p>The total cost to complete this phase of work is \$150,000. There are no on-going maintenance/operations requirements for this phase of the project.</p>
<p>9. <b>Other Funding</b> -- Please explain the extent to which other funding sources or funding partners are available.</p>	<p>The Chehalis River Basin Flood Authority would be the sole funding source for this phase of the overall project. Final design and construction may have a variety of funding sources.</p> <p>This project will benefit from and compliment the Master Plan and North Shore Levee work currently underway.</p>
<p><b>Part III (**)</b>  <b>Completion and Doability by June 30, 2017</b></p>	
<p>10. <b>Project Completion</b> -- Does the funding requested complete (or substantially complete) a project that has already been started? If so, please explain.</p>	<p>This proposal builds off the Timberworks Master Plan project currently underway in the Cities of Aberdeen and Hoquiam. The Master Plan kicked off in January 2016 and will be completed in October 2016. The Master Plan</p>

  
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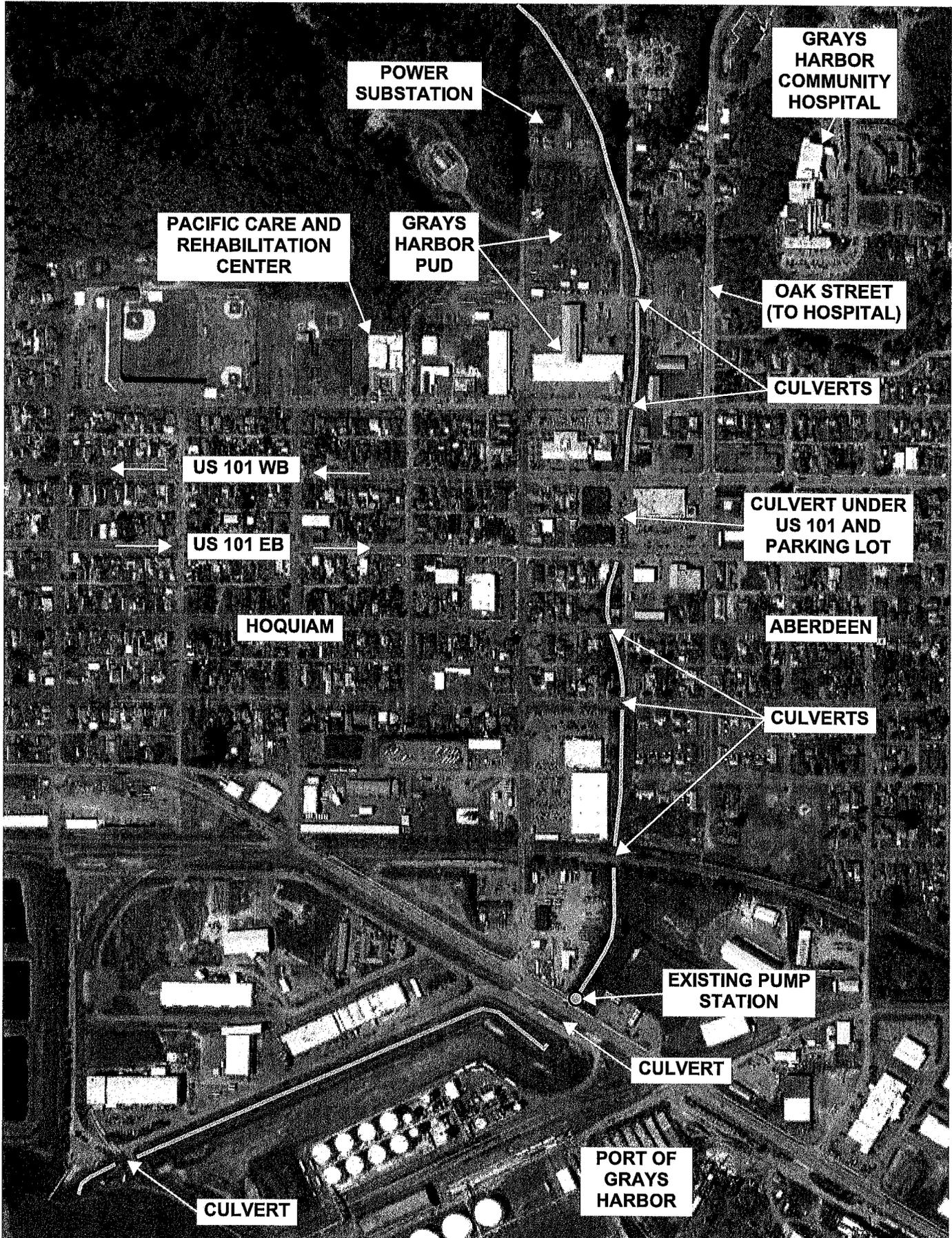
	<p>will inform and guide the design proposed with this application, and the hydraulic/hydrologic analysis will be beneficial to the Master Plan process. This project will put the recommendations of the Master Plans into design towards the ultimate goal of restoration of Fry Creek and reduction of flooding.</p>
<p>11. <b>Project Doable</b> -- Can this project or the stage/phase for which funding is sought be completed by June 30, 2017? Does the project face problem areas that could impact its doability and timeline, e.g., permitting or regulatory unknowns.</p>	<p>This project can be completed by June 30, 2017 as the Cities and their Master Plan partners will substantially complete research and community outreach to inform the preliminary design proposed with this application by October 2016. Because this project is a preliminary design phase, there are no known problem areas (e.g. permitting) that would slow down the project and push it past the June 30, 2017 target completion date.</p>
<p>12. <b>Project Impacts</b> -- Please identify how any project impacts will be mitigated and if that mitigation will be accomplished by June 30, 2017?</p>	<p>There are no physical impacts with this phase of work. This project will initiate design of the recommendations of the Timberworks Master Plan to restore Fry Creek and reduce flooding by improving conveyance, storage, and outfall conditions within the creek system. Impacts will be identified as design progresses and mitigation will be proposed where needed.</p>
<p><b>Part IV (**)</b> <b>Benefits Stated and Quantified</b></p>	
<p>13. <b>Emergency Response</b> -- Please explain how this project enhances our ability to respond in a flood emergency (e.g., does it keep critical access roads, transportation facilities, etc. open and functional.)</p>	<p>This project will initiate design of the recommendations of the Timberworks Master Plan to restore Fry Creek and reduce flooding by improving conveyance, storage, and outfall conditions within the creek system. After the project has gone through final design and construction, it will reduce or eliminate flooding in the vicinity of Fry Creek. This area includes vital infrastructure that is impacted by flooding, including the Grays Harbor PUD, Pacific Care and Rehabilitation Center, and the main arterial to Grays Harbor Community Hospital (Oak Street). Reducing or eliminating flooding in this area will greatly improve access to these vital facilities and improve the services that they provide.</p>
<p>14. <b>Essential Infrastructure Protection</b> -- Please explain how this project protects essential infrastructure (as well the risks or consequences of not acting this funding cycle).</p>	<p>Fry Creek flows past a power substation, Grays Harbor PUD, Pacific Care and Rehabilitation, commercial properties, dozens of homes, US 101, and through the Port of Grays Harbor. Repeated flooding from Fry Creek has caused significant damage to these properties, several of which are critical to the community (e.g. power substation), as well to broader nearby areas where floodwaters spread (Cherry Street in Aberdeen).</p>

  
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	<p>Improving the ability of the creek to convey water to Grays Harbor as well as reducing the surcharge into the city storm sewers will protect this infrastructure.</p>
<p><b>15. Public Health, Safety and Welfare</b> -- Please explain how this project protects public health, safety and welfare.</p>	<p>Chronic flooding has resulted in depressed property values and rising flood insurance rates. In a community suffering from long-term economic depression, reducing flood insurance costs and increasing property values will greatly benefit the community's welfare. In addition, because flooding contributes to water quality problems, reducing the flooding of homes and businesses will decrease the likelihood of contaminants from these properties from entering Fry Creek and Grays Harbor. Improving conveyance and capacity of the creek will also increase the amount of public open space that can be accessed outside of flood events. Research has shown that creating publicly-accessible open space has measureable public health benefits. Finally, reducing flood risk decreases the risk to public safety and essential infrastructure (e.g. power substation, Grays Harbor PUD, Pacific Care and Rehabilitation) that provide critical public health, safety, and welfare.</p>
<p><b>16. Residential, Commercial and/or Agricultural Protection</b> -- 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.).</p>	<p>As noted above, this project would protect both commercial as well as residential property by restoring Fry Creek, improving storage and conveyance of flood waters associated from rainfall events. The creek floods multiple times every winter causing repeated damages to these properties estimated to be in the tens of thousands of dollars with each instance. Completing this project would protect over 100 commercial and residential structures, as well as Grays Harbor PUD, Pacific Care and Rehabilitation, and a power substation.</p>
<p><b>17. Other Project Impacts</b> -- Please explain how this project impacts or is potentially impacted by another project.</p>	<p>This proposal will be informed by the Timberworks Master Plan underway in the area. This project will utilize the conceptual design for Fry Creek being developed in the Master Plan to develop a 30% design for the restoration of Fry Creek. Input from the community thus far calls for reducing flood risk in Fry Creek in such a way that it would not only reduce flood insurance rates in this area but also open up the creek corridor to more public access and improved wildlife (e.g. salmonid) habitat.</p> <p>In addition, the Flood Authority recently authorized a grant that will complete a preliminary design of the North Shore Levee, which would intersect with Fry Creek. Completing a preliminary design for Fry Creek allows for</p>



	the two projects to more effectively coordinate and to develop a more comprehensive project.
18. <b>Anything Else</b> -- 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.	A vicinity map and several photos of the creek and adjacent property are attached.



**FRY CREEK AND VICINITY**



**FRY CREEK - CONSTRICTED CHANNEL**



**FRY CREEK - CONSTRICTED CHANNEL**



**FRY CREEK - CULVERT CONSTRICTIONS**



**FRY CREEK - CULVERT CONSTRICTIONS**



**FRY CREEK - CULVERT CONSTRUCTIONS**



**FRY CREEK - CULVERT CONSTRUCTIONS**