

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

PURPOSE

Chehalis will complete an inventory and assessment of culverts along Dillenbaugh Creek and associated tributaries along the lowland reach bordering the City of Chehalis. Assessment of the culverts will also include an evaluation for fish passage requirements prescribed by WDFW sizing criteria. This study will also allow the city to identify and plan for upsizing culverts along the Dillenbaugh Creek to meet current fish passage standards. The existing size, type, and condition will be evaluated for all culverts. The culvert inventory and assessment will then be used to complete an analysis to determine flow capacity/deficiencies in capacity of culverts. This will aid in determining which culverts act to limit conveyance, resulting in localized flooding during storm events. The results of the inventory and modelling will be described and documented in a comprehensive report.

Project timeline is:

- October 2016 – Assessment and inventory completed.
- January 2017 – Basin modelling and report complete.

Read more at https://www.ezview.wa.gov/site/alias_1943/overview/36792/overview.aspx

PERIOD OF PERFORMANCE

This Agreement shall become effective **May 11, 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

Chehalis 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 Chehalis, an amount not to exceed One Hundred Ten Thousand Dollars (**\$110,000**), 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 Chehalis 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	\$110,000
Construction Contracts	
TOTAL	\$110,000

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

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

Chehalis' representative shall be Merlin MacReynold, City Manager, 350 N Market Blvd., Chehalis, WA, 98532, 360-345-3226, mmacreynold@ci.chehalis.wa.us, 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 Chehalis, 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 CHEHALIS**STATE OF WASHINGTON
RECREATION AND CONSERVATION OFFICE**

Merlin G. MacReynold, City Manager

Scott Robinson, Deputy Director

Date

Date



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) 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.

Part I General	
1. Date:	March 30, 2016
2. Project Name:	Dillenaugh Creek Culvert Assessment and Basin Flood Analysis
3. Project Location -- Please identify the location of the project as precisely as possible, preferable with latitude/longitude coordinates.	Dillenaugh Creek and associated tributaries drainage basin in City of Chehalis. Project starts at railroad track culvert (46°37'47.25"N-122°55'49.17W) downstream to confluence with Chehalis River (46°39'37.38"N-122°59'02.54W) and associated contributing basins,



	including all culverts from railroad track to Chehalis River.
4. Project Contact -- Please identify who will be responsible for overseeing and managing the project (i.e., name, email, telephone number, etc.).	Dennis Osborn - DOsborn@ci.chehalis.wa.us Community Development Director 1321 S Market Blvd. Chehalis, WA 98532 Phone: (360) 345-2227
5. Lead Organization -- 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.	City of Chehalis
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.	The project is to complete an inventory and assessment of culverts along Dillenbaugh Creek and associated tributaries along the lowland reach bordering the City of Chehalis. Assessment of the culverts will also include an evaluation for fish passage requirements prescribed by WDFW sizing criteria. This study will also allow the city to identify and plan for upsizing culverts along the Dillenbaugh Creek to meet current fish passage standards. The existing size, type, and condition will be evaluated for all culverts. The culvert inventory and assessment will then be used to complete an analysis to determine flow capacity/deficiencies in capacity of culverts. This will aid in determining which culverts act to limit conveyance, resulting in localized flooding during storm events. The results of the inventory and modelling will be described and documented in a comprehensive report.
7. Project Timeline -- Please describe the overall timeline for completion of the project as well any interim stages or phases.	Assessment and inventory of culverts will be completed during the summer dry season, when interior of culverts are accessible. Basin modeling and report will be prepared in fall, with an anticipated completion by end of 2016.
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?	The project cost is \$110,000.00. The project is intended to identify capital improvements that will alleviate local funding; however, this activity in itself will not have on-going maintenance and operation requirements or costs.
9. Other Funding -- Please explain the extent to which	The City does not anticipate that additional funding will



other funding sources or funding partners are available.	be available for this project.
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 project will facilitate analyses of the impacts of the Dillanbaugh Creek to surrounding property, I 5 and downstream impacts during a flood event.
11. Project Doable -- 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.	This project can be completed by June 30, 2017. There are no known problems or obstacles that would impact the proposed timeline.
12. Project Impacts -- Please identify how any project impacts will be mitigated and if that mitigation will be accomplished by June 30, 2017?	This project will not result in the need for impact mitigation.
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 access roads, transportation facilities, etc. open and functional.)	This project will identify culverts that limit hydraulic capacity of the drainage system associated with Dillanbaugh Creek and associated tributaries. The project will enhance the ability to identify flood emergency impacts to roads and properties by identifying those culverts that have substandard conveyance capacity, due to clogging, being undersized, or potential failure, which will allow for targeted maintenance and repair that will alleviate flooding on critical access and transportation corridors.
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 project will provide the City with the critical information needed to understand the current condition of culverts within the study area, including failing and blocked or undersized culverts that are at risk of complete failure if not identified and replaced or upsized.
15. Public Health, Safety and Welfare -- Please explain how this project protects public health, safety and welfare.	Localized flooding that occurs as a result of failing or undersized culverts have the potential to create safety and public health issues due to damaged infrastructure and impediments to the transportation network.
16. Residential, Commercial and/or Agricultural Protection -- Please explain how this project protects residential, commercial and/or agricultural	Dillanbaugh Creek has been identified as a system that has the potential to impact I-5 and the City of Chehalis during flood events. Completing an inventory and



<p>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>assessment of culverts along the lower reach of the stream and modeling hydraulic capacity of the stream and drainage system will identify how culverts affect flooding in this area. Potentially undersized and failing culverts are at risk of complete failure during flood events that add additional risk to adjacent residential and commercial interests and public infrastructure (e.g. failing culverts often result in damage or loss of entire road sections, impacting the traveling public and utility infrastructure.</p>
<p>17. Other Project Impacts -- Please explain how this project impacts or is potentially impacted by another project.</p>	<p>This project will assist future analysis of the Dillenabugh Creek realignment discussion within the Flood Authority.</p>
<p>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.</p>	<p>Please see the attached vicinity map. Assessment of the culverts will also include an evaluation for fish passage requirements prescribed by WDFW sizing criteria. This will allow the city to identify and plan for upsizing culverts along the Dillenabugh Creek to meet current fish passage standards.</p>

