

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

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

PURPOSE

The enhanced West McBryde culvert ensures local travel and emergency response in the local community which is surrounded by three culverts within 900 feet. Currently the West McBryde culvert floods at any significant event. It is an underground installation requiring considerable funds to update. Project will enable local and emergency traffic to continue to access local neighborhoods in the event a catastrophic event occurs. The project can be completed in 2017. Engineering, project documentation, construction documents have been produced and financially acquired. HPA permits through WA Department of Wildlife have been approved and are in an inactive status until funding is approved. Montesano City Council has approved the project and waterlines have been moved to facilitate the progress of the project. No new right of way will be necessary to accomplish the project. Funding is required to cover all labor, materials and equipment for replacing the culvert, including road reconstruction, water main improvements and paving.

Project timeline is:

- November 2016 – Execute agreements/make adjustments in HPA permit for 2017 construction.
- March 2017 – Advertise for bid.
- May - June 2017 – Construction start and Project complete.

Read more at

<https://www.ezview.wa.gov/DesktopModules/Documents2/View.aspx?tabID=28124&alias=1492&mid=68716&ItemID=4239>.

PERIOD OF PERFORMANCE

This Agreement shall become effective **October 26, 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

Montesano 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 - 2017-19 Local Projects Recruitment Form (dated 7/22/2016) as well as "Purpose" as stated above.

COMPENSATION

RCO shall reimburse Montesano, an amount not to exceed One Hundred Thirty-Five Thousand Dollars (**\$135,000**), 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 Montesano 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	\$135,000
Construction Contracts	
TOTAL	\$135,000

Montesano 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 Montesano upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to RCO not more often than monthly.

The invoices shall describe and document, to RCO's satisfaction, a description of the work performed, the progress of the project, and fees. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must be retained by Montesano for any single expense in the amount of \$50.00 or more.

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

Invoices must be submitted electronically using PRISM online. Information is available on RCO's website located at http://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 properly completed invoices. Payment shall be sent to the address designated by Montesano.

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

No payments 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.

Montesano's representative shall be Vini Samuel, Mayor, 112 N Main Street, Montesano, WA, 98563, 360-249-3021, vsamuel@montesano.us or his/her 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 Montesano, 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 MONTESANO

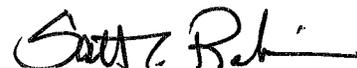


Vini Samuel, Mayor

10-26-2016

Date

**STATE OF WASHINGTON
RECREATION AND CONSERVATION OFFICE**



Scott Robinson, Deputy Director

10/31/16

Date

RECEIVED

OCT 28 2016

WA STATE
RECREATION AND CONSERVATION OFFICE

Scott Boettcher

From: Rocky Howard <rhoward@montesano.us>
Sent: Friday, August 12, 2016 9:15 AM
To: GSRO SOS 2012
Subject: 2017-2019 funding
Attachments: 20160812_080236 (1).pdf

Please find application from City of Montesano



2017-19 Local Projects Recruitment Form

Chehalis Basin Flood Relief

A. What are local flood relief projects? -- In general, local projects are those projects that provide predominantly localized and quantifiable 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 a public entity like a City, County, Conservation District, Agency, etc. Furthermore, local projects are envisioned as helping with flooding, not adverse to fish or habitat and (where possible) providers of multiple, quantifiable benefits.

B. What kinds of local flood relief projects are likely to be logical funding candidates for 2017-19?

- Projects that complete an effort previously funded/started.
- Projects that advance improved emergency response.
- Projects that advance improved public infrastructure protection.
- Projects that advance improvements in local or community flood hazard reduction, including local flood proofing projects (e.g., elevations, buy-outs, foundation venting/opening, etc.).
- Projects that advance Conservation District initiated flood hazard reduction (e.g., farm pads, evacuation routes, bank erosion/bank stabilization, etc.)
- Projects that demonstrate innovation (e.g., thinking beyond traditional bank stabilization techniques in favor of natural system designs), partnerships, cost-sharing/leveraging resources, multiple benefits, and proactive vetting with agencies and tribes.
- Projects typically not in excess of \$3M for the stage/phase being funded.

C. Are there projects that would not be good candidates?

- Projects that seek to utilize State Capitol Budget dollars for uses not typically allowed (e.g., maintenance and repair work, cost-sharing under select circumstances, etc.).
- Projects likely to increase potential for flood damage upstream or downstream.
- Projects with unmitigable adverse environmental impacts or significant uncertainty regarding potential environmental impacts.
- Projects not sponsored by a public entity.

Instructions:

- a. Please submit local flood relief project requests (via this form) to Scott Boettcher (scottb@sbgh-partners.com) no later than 5:00 p.m., Friday, August 12, 2016.
- b. Please submit one request form for each project proposed, even those past projects previously or partially funded.
- c. Note: Parts III and IV below [marked by "(**)"] will be scored as part of the Flood Authority Projects Committee's review and evaluation. Part I and II will not be scored.


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Part I General	
1. Date:	August 10, 2016
2. Project Name:	West McBryde Culvert Replacement
3. Project Location -- Please identify the location of the project as precisely as possible, including providing decimal degree latitude/longitude coordinates.	46°59'16.27"N 123°36'23.40"W
4. Project Contact -- Please identify who will be responsible for overseeing and managing the project (i.e., name, email, telephone number, etc.).	Rocky Howard rhoward@montesano.us (360) 590-1833
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 Montesano Gibbs and Olsen, Consultants

Part II Description, Timing and Cost	
6. Project Description -- Please describe the project, what is intended to be accomplished, the benefits to be accrued, and to whom.	Provide all labor, materials and equipment for replacing a culvert, including road reconstruction, water main improvements and paving.
7. Project Timeline -- Please describe the overall timeline for completion of the project as well any interim stages or phases.	The replacement project can be accomplished within 90 day inside of HPA fish windows. No phasing will be necessary within the project timelines
8. Project Cost and Funding -- What is the cost of this project? What are the on-going maintenance and operation requirements and costs? Is it clear who will be responsible for covering on-going maintenance and operation costs?	Estimates range from \$100,000 to \$135,000. City of Montesano will fully share in all maintenance and operational cost post construction.
9. Other Funding -- Please explain the extent to which other funding sources or funding partners are available.	None


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Part III (**) Completion and Doability by June 30, 2019	
10. Project Completion -- Does the funding requested complete (or substantially complete) a project that has already been started? If so, please explain.	Funding requested will complete project.
11. Project Doable -- Can this project or the stage/phase for which funding is sought be completed by June 30, 2019? Please describe any circumstances with potential to impact the project's doability or timeline (e.g., permitting or regulatory unknowns, lack of availability of other cost-share funding resources, etc.). Please describe any advance coordination or vetting with agencies, tribes, other entities, etc. and the outcomes of that effort.	The project described can be completed in 2017. Engineering, project documentation, construction documents have been produced and financially acquired. HPA permits through Department of Wildlife have been approved and are in an inactive status until funding is approved. Our City Council has approved the project, waterlines have been moved to facilitate the progress of the project. Temporary work easements will be necessary. The city anticipates no cost to this phase. No new ROW will be necessary to accomplish the project.
12. Project Impacts -- Please identify how any project impacts will be mitigated, funded and if that mitigation will be accomplished by June 30, 2019?	We see no environmental impacts requiring mitigation throughout the project

Part IV (**) Benefits Stated and Quantified	
13. Emergency Response Benefits -- Please describe (and quantify) how this project enhances emergency response in a flood emergency (e.g., does it keep critical access roads and transportation facilities open and functional, does it enable easy movement of cattle, equipment and farm chemicals out of harm's way, etc.).	The enhanced culvert ensures local travel and emergency response in the local community which is surrounded by three culverts within 900 feet. One of these culverts historically floods at any significant event and is a deep underground installation requiring considerable funds to update. Our current project allows local and emergency traffic to access local neighborhoods should a catastrophic event occurs.
14. Essential Infrastructure Protection Benefits -- Please describe (and quantify) how this project protects essential infrastructure and the risks or consequences of not acting this funding cycle.	Older undersized culverts installed in major drainage ways always have the risk of damaging property and the City's infrastructure. Utilities that would be affected include water, sewer and telecommunications.
15. Public Health, Safety and Welfare Benefits -- Please describe (and quantify) how this project protects public health, safety and welfare.	Providing updated culverts will protect downstream residences from water and debris damage should waters surge charge as it has in recent years. Upgrade culvert size


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	from 18" to 60" complying with HPA requirements for fish passage creates an environmental benefits.
<p>16. Residential, Commercial and/or Agricultural Protection Benefits -- Please describe (and quantify) 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>	Replacement project ensures that storm events do not degrade older culvert protecting personal property, water supply, sewer transmission lines. Assures emergency vehicle routes into the immediate neighborhood when roadways to the southwest flood due to poor underground conveyance systems at location noted on mapping.
<p>17. Other Project Impacts -- Please explain how this project impacts or is potentially impacted by another project.</p>	We see no present or future impacts
<p>18. Anything Else -- Please feel free to offer any additional information (e.g., photos, maps, video, drawings, etc.) that would help to better understand the scope, timing and benefits of this project.</p>	Please see scanned information packet.



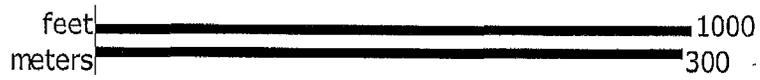
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Appendix A

Process/Schedule (current as of 7-22-2017)	
July 21, 2016 (FA In-Person Mtg.)	<ul style="list-style-type: none"> • Post and distribute local projects recruitment request on 7/22/2016 following Flood Authority review/discussion at their 7/21/2016 meeting. • Allow three weeks for project proposals/submittals (i.e., due no later than 5:00 p.m., Friday, August 12, 2016).
August 18, 2016 (FA Conf. Call Mtg.)	<ul style="list-style-type: none"> • Receive proposals/submittals. • Update Flood Authority at their 8/18/2016 meeting on number received, type of projects received, distribution, etc.
September 15, 2016 (FA In-Person Mtg.)	<ul style="list-style-type: none"> • Update Flood Authority at their 9/15/2016 meeting on status of Projects Committee's effort to review, rank, discuss with Tribes, discuss with agencies, preliminarily sort and rank, etc.
October 20, 2016 (FA In-Person Mtg.)	<ul style="list-style-type: none"> • Review/discuss DRAFT ranked and prioritized list with Flood Authority at their 10/20/2016 meeting.
November 17, 2016 (FA Conf. Call Mtg.)	<ul style="list-style-type: none"> • Seek Flood Authority approval of FINAL ranked and prioritized list at their 11/17/2016 Flood Authority meeting.



Google earth



Culvert Design Summary

The stream is currently rated type N, no fish. However, there is some potential for future fish passage through this culvert if a downstream blockage is removed. Therefore, WAC 220-110-70 requires design for fish passage.

The stream is less than 10' wide and has a slope less than 4%. Therefore, the no-slope design option can be considered.

No Slope Design Option (Chapter 2 – Design of Road Culverts for Fish Passage)

Channel Bank Full Width (BFW) = 3.5' (Estimated based on field measurements and observations) BFW equation for 35 acres (3.43'). Therefore estimated BFW is likely reasonable.

Minimum Culvert Size = BFW x 1.25 = 52.5" (Use 60" based on availability of HDPE sizes)

Stream Width in Culvert

40% Upstream Countersink = 59" Wide

27% Downstream Countersink = 53" Wide

Flow (HydroCAD v9.10)

2-Year Event Pre = 2.8 cfs, 2-Year Post = 3.69 cfs

100-Year Event Pre = 19.32 cfs, 100 Year Post = 21.24 cfs

100-Year Post Hydraulics

56" (avg) Wide Channel. $n=0.040$, bed slope = 1.7%

1.13' Flow depth and 4.0 fps velocity

> 1' head room for debris at 100 year event flow



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Start a New Application
Apply new application

My Favorite Applications
My favorite applications list

Edit Pending Applications
Edit unfinished application

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(1676) Standard Hydraulic Project
 Submitted by Rocky Howard (City of Montesano)
 On 9/22/2014 3:07:52 PM (Remaining: 32 days)
 Address: 112 N Main St, Montesano
 Project: W. McBryde Culvert Replacement

Total Forms: 1
 Required Documents: 1 (Non-Review: 0)
 Total Amount: \$150.00 (Due: \$0.00)
 Inspections: 2 (Ongoing: 1)
 Application type: Standard
 Assigned Habitat Biologist:

Print Receipt
 Go to Parent Submission
 Go to Child Submission

Submitted Applications

Track My Submitted Apps
Monitor my submitted applications

My Issued Permits
View My Issued Permits

Correspondence Msg
Monitor correspondence Msg

Link Paper Submission
Link Paper Submission

Application Attachment Payment Issued Letters/Permits Correspondence Post Permit Requirements Appeals Email History

Inspections

Here is the list of Issued letters and permits for this application.

Issued Permits

1 - 1 of 1 (only)

View	Application Name	Permit Number	Applicant Information	Current Permit Status	Issued By	Permit Dates
	1676 - Standard Hydraulic Project	2014-0-285+01	Rocky L Howard 112 N Main St, Montesano, WA 98563-3707	Inactive	Amy Spoon	Issued Date: 10/14/2014 Project End Date: 09/30/2015

Issued Letters

No items found. Please try again.

