

CHEHALIS RIVER BASIN FLOOD AUTHORITY  
AN INTERLOCAL AGREEMENT AMONG CHEHALIS RIVER BASIN COMMUNITIES FOR STUDY, ANALYSIS, AND  
IMPLEMENTATION OF FLOOD HAZARD REDUCTION SOLUTIONS IN THE BASIN

- A. WHEREAS, the Chehalis River Basin in Southwestern Washington State has a clear and prolonged history of chronic flooding with major flooding causing catastrophic damage occurring on average once or more per decade from the Chehalis River and its major tributaries; and
- B. WHEREAS, many communities, industries, properties, and human lives are threatened by Chehalis River Basin flood events; and
- C. WHEREAS, Basin communities are interested in finding cost-effective, long-term, sustainable, and environmentally responsible methods to protect themselves and others from the hazards of major Chehalis River Basin flood events; and
- D. WHEREAS, in December 2007, a series of storms caused substantial flood damage in Southwestern Washington with the President declaring on December 8, 2007 a major disaster in the counties of Grays Harbor, Kitsap, Lewis, Mason, Pacific and Thurston and by so doing authorized the release of federal disaster assistance funds; and
- E. WHEREAS, in 2008 and since, the Washington State Legislature and the Washington State Office of Governor have authorized substantial funding and other measures necessary to advance and implement flood hazard reduction solutions across the Basin, at local and regional scales, including:
- Chapter 179, Laws of 2008,  
<http://lawfilesexternal.wa.gov/biennium/2007-08/Pdf/Bills/Session%20Laws/House/3374-S.SL.pdf>;
  - Chapter 180, Laws of 2008,  
<http://lawfilesexternal.wa.gov/biennium/2007-08/Pdf/Bills/Session%20Laws/House/3375.SL.pdf>;
  - Chapter 1, Laws of 2012 (Sec. 313),  
<http://lawfilesexternal.wa.gov/biennium/2011-12/Pdf/Bills/Session%20Laws/Senate/5127.SL.pdf>;
  - Chapter 19, Laws of 2013 (Sec. 1084),  
<http://lawfilesexternal.wa.gov/biennium/2013-14/Pdf/Bills/Session%20Laws/Senate/5035-S.SL.pdf>;
  - Chapter 3, Laws of 2015 (Sec. 1074),  
<http://lawfilesexternal.wa.gov/biennium/2015-16/Pdf/Bills/Session%20Laws/House/1115.SL.pdf>;
  - Chapter 194, Laws of 2016,  
<http://lawfilesexternal.wa.gov/biennium/2015-16/Pdf/Bills/Session%20Laws/House/2856.SL.pdf>; and
- F. WHEREAS, the Chehalis River Basin Flood Authority, pursuant to the authority of RCW 39.34.030, was initially created through Interlocal Agreement, by and between Lewis County, Grays Harbor County, Thurston County, the City of Centralia, the City of Chehalis, the Town of Pe Ell, the City of Aberdeen, the City of Montesano, and the Town of Bucoda, all political subdivisions of the State of Washington to develop and participate in the development of flood hazard reduction solutions throughout the Basin; and
- G. WHEREAS, that original Interlocal Agreement was amended in 2008 to add the City of Oakville, and then again in 2011 to add the City of Cosmopolis and the City of Napavine; and
- H. WHEREAS, the City of Hoquiam suffers from chronic and catastrophic flooding, is in the Chehalis River Basin, and is desirous of becoming a member of the Chehalis River Basin Flood Authority; and

- I. WHEREAS, in 2016, the Washington State Legislature and the Washington State Office of Governor created the Washington State Office of the Chehalis Basin, and additionally recognized and validated the continuing role of the Chehalis River Basin Flood Authority, to support the State of Washington in implementing a long-term strategy to reduce flood damages and restore aquatic species habitat in the Basin; and
- J. NOW THEREFORE, the Interlocal Agreement creating the Chehalis River Basin Flood Authority, pursuant to the authority of RCW 39.34.030, is hereby amended this (\*\*\*\*) day of February 2017, by and between Lewis County, Grays Harbor County, Thurston County, the City of Centralia, the City of Chehalis, the City of Napavine, the Town of Pe Ell, the City of Aberdeen, the City of Cosmopolis, the City of Hoquiam, the City of Montesano, the City of Oakville, and the Town of Bucoda, all political subdivisions of the State of Washington, hereinafter referred to collectively as the "Basin governments" and individually as "Basin government," and the same parties HEREBY COVENANT AND AGREE, as follows:

#### 1.0 PURPOSE

The purpose of this Agreement is to be the "Chehalis Basin Flood Control Authority or other authorized local government group" as identified in Chapter 180, Laws of 2008 and "to develop and participate in the development of flood hazard mitigation measures throughout the basin" through a formal and organized process that ensures:

- 1.1 Local flood hazard reduction projects are researched, identified, developed, and implemented that address known flood problems in the Basin.
- 1.2 State and federal funding sources are well-informed of Basin government options and needs.
- 1.3 Designs for Basin flood control projects incorporate options, features and betterments to benefit Basin communities and Basin governments.

#### 2.0 GOALS

The Basin governments shall work together throughout the term of this Agreement to achieve the following specific goals:

- 2.1 Inform state and federal funding sources of project options and the needs of the Basin communities.
- 2.2 Work with the State of Washington to support a Basin-wide strategy for reducing flood damage and restoring aquatic species habitat.
- 2.3 Seek adequate funding for the Basin governments to identify, study and permit projects for localized problems.
- 2.4 Disseminate information to residents about options and alternatives.
- 2.5 Coordinate flood control activities, actions, and responses.

#### 3.0 LEAD ADMINISTRATIVE AGENT

For the purposes of this Agreement, Lewis County shall act as Lead Administrative Agent. The Lead Administrative Agent shall be responsible for approved projects and authorized to perform the following tasks:

- 3.1 Negotiate and execute agreements with state agencies and others for use of grant funds.

- 3.2 Receive and disburse funds from state and federal agencies and Basin governments.
- 3.3 In the event, any work must be performed by or on behalf of the Chehalis River Basin Flood Authority and its Basin governments pursuant to this Agreement, solicit statements of qualifications, negotiate scopes of work, and execute contracts as necessary. [Note: The Lead Administrative Agent shall not obligate any of the Basin governments to any financial responsibilities without prior written approval and agreement from the appropriate Basin governments.]
- 3.4 Prepare and maintain proper records for accounting and administration.
- 3.5 Arrange and facilitate regular meetings of the Chehalis River Basin Flood Authority and its Basin governments.
- 3.6 Provide legal support as necessary.

The Lead Administrative Agent shall report regularly to the parties to this Agreement and shall provide them with a full accounting on the receipt and expenditure of funds that may be provided, pursuant to this Agreement.

#### 4.0 MEMBERSHIP AND REPRESENTATION

Each of the Basin governments shall designate in writing to the Lead Administrative Agent one official representative. Regardless of the number of official representatives designated in writing to the Lead Administrative Agent, each Basin government shall be entitled to one vote on all matters requiring group action or direction to the Lead Administrative Agent. In addition, the Counties shall act as the coordinators and representatives of the Basin communities within their respective jurisdictions which are not otherwise represented.

The Lead Administrative Agent will arrange and facilitate regular meetings of the Basin governments, not less than once every three months, to discuss the status, progress, funding, and schedule of the Basin flood hazard reduction projects and solutions, and to consider and measure progress toward the goals stated herein. Designated representatives of Basin governments shall use best efforts to attend the meetings.

#### 5.0 VOTING

Each Basin government participating in this Agreement, as amended from time to time, shall be represented on the Chehalis River Basin Flood Authority and shall be entitled to cast one (1) vote. Measures proposed for voting shall seek consensus as a goal. In the event a consensus cannot be reached, then a super majority vote of sixty (60) percent of the voting members present shall decide the issue.

#### 6.0 FUNDING

The activities of the Basin governments shall be funded from the following sources:

- 6.1 Funds made available from state appropriated sources.
- 6.2 Funds made available from federal appropriated sources.
- 6.3 Funds made available from any of the Basin governments, but only pursuant to other Agreements, if made.

Funds from the Basin governments may be required, if necessary for matching or providing a local share for other funding sources that become available, or if additional funds are required in excess of state and federal funding. Since the benefits to be derived from flood damage reduction projects may vary among the Basin governments, the Basin governments will contribute to the needs of the project in varying amounts, based upon their respective needs for the project and their ability to pay for the project. Any funds required from the Basin governments to cover funding requirements or to cover costs for projects developed as a result of research and development, pursuant to this Agreement, will be held as the Operating Fund of the Chehalis River Basin Flood Authority and shall be shared as agreed upon by the Basin governments as set forth in future Agreements. Nothing in this Agreement shall obligate, or be construed to obligate, any of the Basin governments to enter into future Agreements.

#### 7.0 TERM OF AGREEMENT

Any Basin government may terminate its participation in this Agreement with 90 days' prior notice by depositing in the mail or providing in person a written notice of termination addressed to the Lewis County Board of County Commissioners and the Commissioner, Mayor, or City Manager of each participating Municipality. This Agreement shall continue as to the remaining until only one party remains.

#### 8.0 MODIFICATION

This Agreement may be amended, altered, or changed from time to time by a written agreement signed by all of the participating Basin governments. The Agreement as amended shall supersede the preceding Agreement and apply to all Basin governments executing the amended Agreement. The preceding Agreement shall terminate as to all parties, including those who have not agreed to the amendment.

#### 9.0 INDEMNIFICATION

It is understood and agreed between the parties hereto that each of the Basin governments agrees to protect, defend, indemnify and hold harmless the Lead Administrative Agent, Lewis County, its commissioners, mayor, councilpersons, officials, agents, attorneys, departments and employees against any and all liabilities, claims, damages, penalties, actions, costs and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of this Agreement by any of the Basin governments, except insofar as any obligation or responsibility is imposed upon the Lead Administrative Agent or Lewis county by statute. Each Basin government, per this Agreement, has negotiated and expressly waives any immunity that may be granted it under the Washington industrial Insurance Act. Each Basin government's obligation to indemnify under this section shall survive the termination of its participation in the Agreement.

#### 10.0 NOTICE

All notices or other communications required or permitted under this Agreement shall be sufficiently given if given by electronic communication, with return receipt verified, promptly confirmed in writing by U.S. Mail, return receipt requested:

- 10.1 If to Lewis County: Chair, Board of County Commissioners
- 10.2 If to City of Centralia: City Manager
- 10.3 If to City of Chehalis: City Manager
- 10.4 If to City of Napavine: Mayor
- 10.5 If to Town of Pe Ell: Mayor

- 10.6 If to Grays Harbor County: Chair, Board of County Commissioners
- 10.7 If to City of Aberdeen: Mayor
- 10.8 If to City of Cosmopolis: Mayor
- 10.9 If to City of Hoquiam: Mayor
- 10.10 If to City of Montesano: Mayor
- 10.11 If to City of Oakville: Mayor
- 10.12 If to Thurston County: Chair, Board of County Commissioners
- 10.13 If to Town of Bucoda: Mayor

11.0 ENTIRE AGREEMENT

This document embodies the entire Agreement between and among the parties. There are no agreements, promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, agreements, written or oral, among the parties relating to the subject matter contained herein. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington, and venue for any dispute arising hereunder shall be in the Superior Court for the State of Washington in Thurston County. Furthermore, this Agreement shall not be deemed or construed to create a separate legal entity or to create a joint venture or partnership among the parties.

EXECUTED IN DUPLICATE and effective as of the date and year first above written.

\_\_\_\_\_  
Gary Stamper, Commission Chair, Lewis County *date*

\_\_\_\_\_  
Wes Cormier, Commission Chair, Grays Harbor County *date*

\_\_\_\_\_  
Rob Hill, City Manager, City of Centralia *date*

\_\_\_\_\_  
Erik Larson, Mayor, City of Aberdeen *date*

\_\_\_\_\_  
Jill Anderson, City Manager, City of Chehalis *date*

\_\_\_\_\_  
Frank Chestnut, Mayor, City of Cosmopolis *date*

\_\_\_\_\_  
John Sayers, Mayor, City of Napavine *date*

\_\_\_\_\_  
Jasmine Dickhoff, Mayor, City of Hoquiam *date*

\_\_\_\_\_  
Lonnie Willey, Mayor, Town of Pe Ell *date*

\_\_\_\_\_  
Vini Samuel, Mayor, City of Montesano *date*

\_\_\_\_\_  
Bud Blake, Commission Chair, Thurston County *date*

\_\_\_\_\_  
Thomas Sims, Mayor, City of Oakville *date*

\_\_\_\_\_  
Alan Carr, Mayor, Town of Bucoda *date*

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

APPROVED AS TO FORM:  
Jonathan L. Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

\_\_\_\_\_  
By: Glenn Carter, Deputy Prosecuting Attorney

\_\_\_\_\_  
Gary Stamper, Chair

\_\_\_\_\_  
Edna J. Fund, Vice-Chair

ATTEST:

\_\_\_\_\_  
Robert C. Jackson, Commissioner

\_\_\_\_\_  
Rieva Lester, Clerk of the Board