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OFM DIRECTOR'S OFFICE

INTERLOCAL AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
OFFICE OF FINANCIAL MANAGEMENT
AND
LEWIS COUNTY, ACTING AS THE LEAD AGENCY FOR
THE CHEHALIS RIVER BASIN FLOOD CONTROL AUTHORITY

This Interlocal Agreement is made and entered into by and between the Office of Financial Management, hereinafter referred to as "OFM", and Lewis County, acting as the Lead Agency for the Chehalis River Basin Flood Control Authority, hereinafter referred to as "Flood Authority", pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE

The purpose of this Agreement is for OFM to release funds authorized by the Legislature in Senate Bill 5035 (Chapter 19, Laws of 2013) 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, 2013 and will expire on June 30, 2015, except as clarified in the term below and/or unless terminated sooner or extended as provided herein.

The execution of this Agreement shall constitute a ratification of that earlier verbal agreement between the parties, the terms and conditions of which are contained herein. Accordingly, the start date of performance under this Agreement shall be July 1, 2013, regardless of the dates of execution.

TERMS, CONDITIONS, AND OBLIGATIONS

This Agreement establishes that the Flood Authority shall comply with all terms, conditions, and obligations set forth in this Agreement.

STATEMENT OF WORK

- Flood Authority will track the progress of capital projects funded by the Legislature to reduce flood damage and improve aquatic species habitat. It will advise OFM on the suitability of projects prior to OFM issuing contracts to project sponsors. The Flood Authority will support project sponsors by helping coordinate the involvement of regulatory agencies. Where appropriate, it will review alternative designs and provide input to the project sponsors and OFM on how to best meet the intent of the Legislature.
- Flood Authority will advise the Governor's Chehalis Basin Work Group ("Work Group") on the design and implementation of studies regarding alternative flood damage mitigation projects and aquatic species enhancement. It will participate in workshops held by the Work Group. It will review draft recommendations developed by the Work Group.
- Flood Authority will design and conduct public outreach to keep the public informed of their work and solicit input on the overall strategies for flood damage reduction and aquatic species enhancement.
- Flood Authority will hire a consultant to conduct an assessment of the floodplain management programs in each of the local jurisdictions in the floodplain of the Basin. The assessment will include recommendations for developing a common approach to floodplain management including potential strategies for participation in the Federal Emergency Management Agency's

Community Based Rating System. The assessment will provide recommendations for a strategic program for addressing properties that suffer repetitive losses in floods.

- Deliverables to be submitted to OFM by the Flood Authority will include the following:
  - General work plan and schedule of deliverables, once established by the Flood Authority.
  - Copies of recommendations to the Governor's Chehalis Basin Work Group..
  - Brief status reports (including expenses itemized by budgetary item) to be submitted with each invoice, describing progress related to the work under this agreement.
  - Completed assessment of the floodplain management programs of each basin government and recommendations for a consistent basin-wide program.
  - Copies of recommendations to OFM regarding capital projects funded by the Legislature.

COMPENSATION

OFM shall reimburse Lewis County, acting as the lead agency for the Flood Authority, an amount not to exceed Five Hundred and Thirty-Four Thousand Dollars ($534,000.00) 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 budget.

CATEGORY	DOLLARS
Salaries and Wages – Lead Agency Staff	$44,000
Employee Benefits – Lead Agency Staff	$
Supplies	$
Others Goods and Services directly related to Flood Authority business	$
Consulting Services	$240,000
Studies	$250,000
TOTAL	**$534,000**

Lewis County, 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.

Invoices shall be submitted by Flood Authority to OFM not more often than monthly, and no less often than quarterly. Invoices shall include a breakdown by budget items identified in the agreed upon budget. Invoices shall be forwarded for review and approval to the attention of Sandi Triggs at the Office of Financial Management, PO Box 43113, Olympia, Washington 98504-3113.

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.

The Flood Authority representative shall be: Lee Napier, Director, Lewis County Department of Community Development; email: Lee.Napier@lewiscountywa.gov; phone: 360/740-2606 or her successor.

OFM's representative shall be: Sandi Triggs, PO Box 43113, Olympia, WA 98504-3113; phone: (360) 902-0562; email: Sandi.Triggs@OFM.WA.GOV or her successor.

DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from OFM, one representative from the Flood Authority, 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.

LEWIS COUNTY, ACTING AS LEAD AGENCY FOR THE CHEHALIS RIVER BASIN FLOOD CONTROL AUTHORITY

Lee Napier

Lee Napier, Director of
Community Development, Lewis County

8/5/13

Date

STATE OF WASHINGTON
OFFICE OF FINANCIAL MANAGEMENT

Tracy Guerin, Deputy Director

8-13-13

Date