

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

IN THE MATTER OF:

RESOLUTION NO. 20-011

APPROVAL OF A NINTH SUPPLEMENT AGREEMENT
BETWEEN SBGH PARTNERS, LLC AND LEWIS
COUNTY

WHEREAS, SBGH-Partners, LLC (SBGH) has an existing personal services agreement with Lewis County, acting as the fiscal agent for the Chehalis River Basin Flood Authority (Flood Authority), for consulting and other administrative services in support of the Flood Authority; and

WHEREAS, the Flood Authority discussed and approved a supplemental contract amendment (amount not to exceed \$194,000 as well as extended the performance period to June 30, 2021) during the May 15, 2019 meeting and recommended the County prepare and execute the same; and

WHEREAS, the Ninth Supplement to a PSA between Lewis County and SBGH must be approved by the Board of County Commissioners (BOCC) and the Director of Community Development must be authorized to sign said agreement on behalf of the County; and

WHEREAS, the BOCC has reviewed the attached Ninth Supplement to a PSA with SBGH and it appears to be in the best interest to enter into said agreement upon the recommendation of the Flood Authority..

NOW THEREFORE BE IT RESOLVED that the BOCC concurs with the recommendation and approves the attached Ninth Supplement to a PSA between SBGH and Lewis County, acting as the fiscal agent for the Flood Authority. All other terms of the existing PSA, as well as supplemental agreements, except where noted above, remain in full force and effect; and

NOW THEREFORE BE IT FURTHER RESOLVED that the BOCC authorizes the Director of Community Development to sign the Ninth Supplement Agreement with SBGH on behalf of the County, acting as the fiscal agency for the Flood Authority..

DONE IN OPEN SESSION this 13th day of January, 2020.

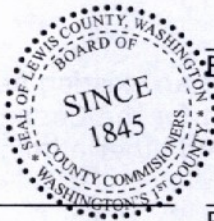
APPROVED AS TO FORM:
Jonathan Meyer, Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON

Amber Smith
By: Amber Smith,
Deputy Prosecuting Attorney

Gary Stamper
Gary Stamper, Chair

ATTEST:



Edna J. Fund
Edna J. Fund, Vice Chair

Rieva Lester
Rieva Lester,
Clerk of the Lewis County Board of County
Commissioners

Robert C. Jackson
Robert C. Jackson, Commissioner



May 15, 2019

TO: Flood Authority Members

FROM: Scott Boettcher, Staff

SUBJECT: Lewis County as Fiscal Agent for 2019-21

The purpose of this memo is, as was done for the 2017-19 biennium ([here](#)), to provide Lewis County with specific authorization and direction to continue acting as fiscal agent for the Flood Authority for the 2019-21 biennium and to take steps as necessary to implement that role. We will discuss this at tomorrow's Flood Authority meeting. Feel free to call or email with questions (i.e., 360/480-6600, scottb@sbgh-partners.com).

A. Background

1. Lewis County works in many capacities. One capacity is as fiscal agent for the Flood Authority. Lewis County has fulfilled this role since inception of the Flood Authority in 2008.
2. Lewis County's duties as fiscal agent are more fully described here (April 17, 2017 Interlocal Agreement) -- https://www.ezview.wa.gov/Portals/_1492/images/Interlocal%20Agreement%20Among%20Chehalis%20River%20Basin%20Communities%204-17-2017.pdf.
3. As fiscal agent Lewis County acts at the direction of the Flood Authority on multiple matters of interest and relevance to the Flood Authority, including Flood Warning System, local floodproofing, Flood Authority staffing and facilitation, information inventories and analyses, State Auditor's Office Accountability Audits, and more.
4. Much of the work done by Lewis County as fiscal agent for the Flood Authority is by contract and/or agreement with others, e.g., WA State Recreation and Conservation Office (RCO), WA State Department of Ecology (ECY) and Office of Chehalis Basin (OCB), consultants, other governments, etc. Setting-up and establishing these contracts and agreements takes time.
5. In an effort to best ensure continuity of operation as the Flood Authority moves from the 2017-19 biennium to 2019-21 biennium, Lewis County anticipates needing to begin working soon to scope and structure 2019-21 contracts and agreements as directed by Flood Authority.

B. Recommendation

1. Lewis County briefed the Flood Authority on this topic (Lewis county acting as fiscal agent for the Flood Authority for 2019-21 biennium) at the Flood Authority's last meeting (April 18, 2019, Bucoda). See https://www.ezview.wa.gov/Portals/_1492/images/Staff%20memo%20--%20Lewis%20County%20as%20Fiscal%20Agent%20for%202019-21%20--%20%204172019.pdf.
2. Following that meeting, and based-on the Flood Authority's discussions about the continuing role and function of the Flood Authority at that meeting, Lewis County assumes a continuing fiscal agent responsibility to the Flood Authority for the 2019-21 biennium.
3. As such, Lewis County and staff recommend:
 - a. Flood Authority authorize Lewis County to act as fiscal agent for the Flood Authority for the 2019-21 biennium.
 - b. Flood Authority direct Lewis County to take necessary steps to implement this role in time for the start of the 2019-21 biennium (July 1, 2019), including:
 - Scoping and structuring an interagency funding agreement with RCO.
 - Scoping and structuring Lewis County (Pat Anderson, Graham Gowing, Patti Weiher, Lee Napier, etc.) and sub-contractor (WEST Consultants, SBGH-Partners, etc.) staffing arrangements.
 - Briefing and securing approval from Lewis County Board of County Commissioners at their July 1, 2019 meeting.

NOTE – Documenting Flood Authority authorization and direction to Lewis County to proceed with preparations for 2019-21 biennium is necessary for future State Auditor's Office Accountability Audits.

NINTH SUPPLEMENT TO PERSONAL SERVICES AGREEMENT

BETWEEN LEWIS COUNTY, ACTING AS THE FISCAL AGENT FOR THE CHEHALIS RIVER BASIN FLOOD AUTHORITY AND SBGH-PARTNERS, LLC

THIS NINTH SUPPLEMENTAL AGREEMENT is made and entered into by and between LEWIS COUNTY, WASHINGTON, herein referred to as "County", acting as the fiscal agent for the Chehalis River Basin Flood Authority ("Flood Authority"), and SBGH-Partners, LLC, 2601 Capitol Way S, Olympia, WA 98501-3326, herein referred to as "Contractor", together referred to as "Parties".

IT IS THE PURPOSE OF THIS AGREEMENT to amend the Parties' Agreement for consulting and coordination services, as executed on August 8, 2011 and subsequently amended by Supplemental Agreements (hereinafter referred to as the "Existing Agreement").

CONTRACTOR acknowledges and by signing agrees to the amendments to the Existing Agreement set forth in this Supplemental Agreement, agrees that they have been mutually negotiated, and further agrees that all of the terms of the Existing Agreement not amended or modified by this Supplemental Agreement are and shall remain in full effect.

THEREFORE, IT IS MUTUALLY AGREED THAT this Ninth Supplemental Agreement amends the Existing Agreement, including but not limited to the specific tasks and costs as set forth below.

Section 1. Statement of Work

Contractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for, or incidental to, the performance of the work set forth in the Existing Agreement, as amended by the Scope of Work and Budget, attached hereto as "Attachment A" and incorporated herein by this reference.

Section 2. Period of Performance

Subject to its other provisions, shall commence on July 1, 2019 and be completed on June 30, 2021 as agreed and shown in the attached Ninth Supplemental Scope of Work, "Attachment A," but may be modified or extended by mutual agreement in accordance with the amendment provisions of the Existing Agreement. *Note: This Agreement extends the period of performance and budget described in the Eighth Supplement.*

Section 3. Payment

Compensation for the work provided in accordance with this Ninth Supplemental Agreement shall be as set forth in "Attachment A" (Ninth Supplemental Scope of Work). Expenses incurred from July 1, 2019 through June 30, 2021, shall not exceed One Hundred Ninety-Four Thousand Dollars (\$194,000) without written prior approval of the County and authorization by the Flood Authority.

Future Non-Allocation of Funds:

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County, acting as the fiscal agent for the Flood Authority, will not be obligated to make payments for services or expenses incurred after the end of the current calendar year. No penalty or expense shall accrue to the County in the event this provision applies.

This Ninth Supplemental Agreement and statement of work, period of performance and compensation constitutes an Ninth Supplement to the Parties' Existing Agreement and supplements and amends the scope of work, period of performance and compensation, with such additional provisions agreed upon by the parties for good and sufficient consideration, the receipt of which is hereby acknowledged.

IN WITNESS WHEREOF, the parties have executed this Ninth Supplemental Agreement this _____ day of _____, 2020.

Lewis County Contract Manager

Lee Napier, Director of Community
Development
2025 NE Kresky Ave.
Chehalis, WA 98532
(360) 740-2606

LEWIS COUNTY

By: Lee Napier
Lee Napier

Title: Director

Date: _____

Contractor Program Manager

Scott Boettcher
2601 Capitol Way S
Olympia, WA 98501-3326
(360) 480-6600

SBGH-PARTNERS, LLC

By: Scott Boettcher
Scott Boettcher

Title: Owner

Date: 1/03/2020

ATTACHMENT "A"

NINTH SUPPLEMENTAL PERSONAL SERVICES AGREEMENT AND SCOPE OF WORK

Between
LEWIS COUNTY
and
SBGH-Partners, LLC

Contract Manager:	Scott Boettcher, Principal SBGH-Partners 2601 Capitol Way S Olympia, WA 98501-3326 360/480-6600 scottb@sbgh-partners.com
Primary Staff:	Scott Boettcher
Period of Performance:	July 1, 2019 through June 30, 2021
Time and Expense:	Labor and expenses not to exceed \$194,000
General Duties:	Lead staff responsible for day-to-day administrative and logistical support to the Flood Authority and its committees. Responsible for work plan development and tracking as well researching and developing staff recommendations for issues that come before the Flood Authority and its committees.
Task 1:	Provide Day-To-Day Administrative and Logistical Support to the Flood Authority and its Committees -- This task will involve supporting, documenting, tracking, reporting and otherwise attending to the activities, decision-making, and logistics of the Flood Authority and its committees (Community Outreach & Education, Chehalis Basin Projects, and Executive), including: <ul style="list-style-type: none">• Providing the Flood Authority with contract management support including developing scopes of work and working with Lewis County and RCO to amend, track and report on contracts.• Providing regular Flood Authority meeting support including determining location/equipment needs, confirming presenters, etc.• Updating the Flood Authority's web presence so the work program and products of the Flood Authority are accessible and effectively communicated.• Organizing workshops and trainings on Flood Authority products including the Flood Warning System.• Providing local floodproofing and retrofitting support.
Task 2:	Provide Tracking and Work Program Support to the Flood Authority and its Committees-- This task will involve tracking, reporting, and supporting:

	<ul style="list-style-type: none"> • Implementation of 2012 Jobs Now Act projects (state capital budget). • Implementation of 2013-15, 2015-17, 2017-19, 2019-21 state capital budget projects as applicable. • Implementation of the Flood Authority's overall work program, including providing on-going communication to the public regarding the work and accomplishments of the Flood Authority.
Task 3:	<p>Research and Develop Staff Recommendations for Issues that Come Before the Flood Authority and its Committees-- This task will involve preparing analyses, options, recommendations, and other information as necessary to support the Flood Authority as it moves forward in its decision-making, including:</p> <ul style="list-style-type: none"> • Developing options and alternatives to ensure adequate sustainable funding for operations and maintenance of the Flood Warning System. • Developing options and alternatives to improve the usability of the Flood Warning System. • Developing options and alternatives to effect efficient decision-making and implementation for local projects throughout the Basin. • Developing options and alternatives to effect clear and meaningful outreach and communication throughout the Basin. • Supporting local floodproofing, retrofitting, and development of basin-wide recommendations.

BOCC AGENDA ITEM SUMMARY

Resolution:

BOCC Meeting Date: Jan. 13, 2020

Suggested Wording for Agenda Item:

Agenda Type: Deliberation

Approval of a Ninth Supplemental Agreement between SBGH Partners, LLC and Lewis County

Contact: Lee Napier

Phone: 360.740.2606

Department: CD - Community Development

Description:

Approval of a Ninth Supplemental Agreement between SBGH Partners, LLC and Lewis County

Approvals:

User

Status

PA's Office

Pending

Publication Requirements:

Publications:

n/a

Additional Copies:

Graham Gowing

Cover Letter To:

n/a