

## CHEHALIS RIVER BASIN FLOOD AUTHORITY

### SECOND AMENDED INTERLOCAL AGREEMENT AMONG THE COMMUNITIES OF THE CHEHALIS RIVER BASIN FOR STUDY, ANALYSIS, AND IMPLEMENTATION OF FLOOD CONTROL PROJECTS TO PROTECT THE CHEHALIS RIVER BASIN

- A. **WHEREAS**, the Chehalis River Basin in Southwestern Washington State has been experiencing a chronic flooding problem from the Chehalis River over the past several years; and
- B. **WHEREAS**, in many Chehalis River Basin communities in Southwestern Washington, natural resources, commercial industries, private property, and human life are being threatened with each flood event; and
- C. **WHEREAS**, the Basin communities are interested in finding cost-effective, long-term and environmentally responsible methods to protect their resources from flood events; and
- D. **WHEREAS**, the parties to this Interlocal Agreement ("the Basin jurisdictions") agree that the planning and development of local flood mitigation projects is best served by discussion, cooperation and coordination among all the respective Basin jurisdictions; and
- E. **WHEREAS**, the Legislature in the 2008 legislative session through House Bills # 3374 and 3375 and subsequent related legislation has appropriated and may appropriate monies for the Chehalis Basin Flood Control Authority to develop or participate in the development of flood control and flood hazard mitigation projects;

**NOW, THEREFORE**, the municipal corporations of Lewis County, Grays Harbor County, Thurston County, the Town of Bucoda, the City of Centralia, the City of Chehalis, the City of Montesano, the City of Oakville, and Town of Pe Ell, the City of Aberdeen, the City of Montesano, and should they choose to join, The Confederated Tribes of the Chehalis Reservation ("Basin jurisdictions"), hereby enter into this Second Amended Interlocal Agreement ("Agreement") pursuant to RCW 39.34.030 and mutually promise to agree to the terms and conditions described herein.

## **1.0 PURPOSE**

The purpose of this Agreement is to be the designated Chehalis Basin Flood Control Authority identified in HB 3375 and subsequent related legislation to receive state appropriations and other monies to develop and participate in the development of flood control projects for the Chehalis River Basin and to provide a formal and organized process to ensure:

- 1.1 That flood control projects are identified and implemented that address the flood problems in the Basin.
- 1.2 That good public policy supports environmentally sensitive responses to protect communities and their residents from flooding, if the responses provide benefits which exceed costs, including costs associated with a no action response.
- 1.3 That state and federal funding sources are well-informed of Basin Jurisdiction options and needs.
- 1.4 That the design for flood control projects incorporate options, features and betterments that may benefit the Basin communities and the Basin jurisdictions.

## **2.0 GOALS**

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

- 2.1 To inform state and federal funding sources of project options.
- 2.2 To work with the State of Washington to develop appropriate policy for flood control projects.
- 2.3 Where local funding is unavailable, to assist Basin communities in seeking adequate funding to identify, study and permit flood mitigation projects.
- 2.4 To disseminate information to residents about flood control project options and alternatives.
- 2.5 To coordinate flood control activities, actions and responses.

### **3.0 LEAD AGENCY**

For the purposes of this Agreement, Lewis County shall act as Lead Agency of the Chehalis Basin Flood Control Authority and shall be responsible for and authorized to perform the following tasks:

- 3.1 Negotiate and execute agreements with state agencies for grant funds.
- 3.2 Receive and disburse funds from the state and federal agencies, the Counties and Basin communities.
- 3.3 In the event any work must be performed by or on behalf of the Chehalis Basin Flood Control Authority pursuant to this Agreement, solicit statements of qualifications, negotiate scopes of work, and execute contracts to perform the work by or on behalf of the Chehalis Basin Flood Control Authority pursuant to this Agreement. The Lead Agency shall not obligate any of the Basin jurisdictions to any financial responsibilities without prior written approval and agreement from the appropriate Basin jurisdictions.
- 3.4 Prepare and maintain proper records for accounting and administration.
- 3.5 Arrange and facilitate regular meetings of the Basin jurisdictions.
- 3.6 Provide legal support as necessary.

The Lead Agency 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 jurisdictions shall designate in writing to the Lead Agency one official representative. Regardless of the number of official representatives designated in writing to the Lead Agency, each Basin jurisdiction shall be entitled to one vote on all matters requiring group action or direction to the Lead Agency.

The Lead Agency will arrange and facilitate regular meetings of the Basin jurisdictions, not less than once every three months, to discuss the status, progress, funding and schedule of flood control projects, and to consider the advancement towards the goals stated herein. Designated representatives of Basin jurisdictions shall use best efforts to attend the meetings.

New members may be admitted by vote of at least sixty (60) percent of the parties to this Agreement.

## **5.0 VOTING**

Each represented entity shall be entitled to cast one (1) vote. A super majority vote of sixty (60) percent of the voting members shall decide any issue.

## **6.0 FUNDING**

The activities of the Chehalis Basin Flood Control Authority shall be funded from the following sources:

- 6.1 Funds made available from state allocated sources.
- 6.2 Funds made available from federal sources.
- 6.3 Funds from the Basin jurisdictions, but only pursuant to other agreements, if made.

Funds from the Basin jurisdictions 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 basin-wide flood control projects and their features vary among the Basin jurisdictions, the Basin jurisdictions will contribute to the needs of the projects in varying amounts, based upon their respective benefits and ability to pay. Any funds required from the Basin jurisdictions to cover funding requirements or to cover costs for projects developed as a result of research and development, pursuant to this Agreement, will be shared as agreed upon by the Basin jurisdictions as set forth in future Interlocal Agreements. Nothing in this Agreement shall obligate, or be construed to obligate, any of the Basin jurisdictions to enter into future Interlocal Agreements.

## **7.0 TERM OF AGREEMENT**

Each of the Basin jurisdictions may opt out of this Agreement by written notification to the Lead Agency with 90 days prior notice, provided that no joint debt has been incurred by the Basin jurisdictions.

## **8.0 MODIFICATION**

This Agreement may be modified or amended only by written amendment signed by at least sixty (60) percent of the parties to this Agreement.

**9.0 PRIOR AGREEMENTS**

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.

**IN WITNESS HEREOF**, the undersigned have executed original copies of this Agreement on the dates shown below.

**LEWIS COUNTY**

\_\_\_\_\_  
Ron Averill, Chairman  
DATED: \_\_\_\_\_

**GRAYS HARBOR COUNTY**

\_\_\_\_\_  
Terri Willis, Chairman  
DATED: \_\_\_\_\_

**THURSTON COUNTY**

\_\_\_\_\_  
Sandy Romero, Chairman  
DATED: \_\_\_\_\_

**CITY OF CENTRALIA**

\_\_\_\_\_  
Rob Hill, City Manager  
DATED: \_\_\_\_\_

**CITY OF CHEHALIS**

\_\_\_\_\_  
Merlin MacReynold, City Mgr.  
DATED: \_\_\_\_\_

**TOWN OF PE ELL**

\_\_\_\_\_  
Spencer Nichols, Mayor  
DATED: \_\_\_\_\_

**CITY OF ABERDEEN**

\_\_\_\_\_  
Bill Simpson, Mayor

DATED: \_\_\_\_\_

**CITY OF MONTESANO**

\_\_\_\_\_  
Ron Schillinger, Mayor

DATED: \_\_\_\_\_

**CHEHALIS CONFEDERATED TRIBES**

\_\_\_\_\_  
David Burnett, Chairman

DATED: \_\_\_\_\_

**TOWN OF BUCODA**

\_\_\_\_\_  
, Mayor

DATED: \_\_\_\_\_

**CITY OF OAKVILLE**

\_\_\_\_\_  
, Mayor

DATED: \_\_\_\_\_