

TWELFTH SUPPLEMENT TO PERSONAL SERVICES AGREEMENT

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

THIS TWELFTH 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 Twelfth 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 October 1, 2021 and be extended and completed on June 30, 2023 as agreed and shown in the attached Twelfth 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 increases the budget described in the Eleventh Supplement.*

Section 3. Payment

Compensation for the work provided in accordance with this Twelfth Supplemental Agreement shall be as set forth in “Attachment A” (Twelfth Supplemental Scope of Work). Expenses incurred from October 1, 2021 through June 30, 2023, shall not exceed Two Hundred Twenty-Nine Thousand Seven Hundred and Fifty Dollars (\$229,750) without written prior approval of the County and authorization by the Flood Authority, and shall implement the authorization of the Flood Authority as directed at their November 17, 2022 meeting (see [staff memo](#) and [meeting notes](#)) and subsequently affirmed by the Chehalis Basin Board at their December 1, 2022 meeting.

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 Twelfth Supplemental Agreement and statement of work, period of performance and compensation constitutes an Twelfth 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 Twelfth Supplemental Agreement this _____ day of _____, 2023.

Lewis County Contract Manager

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

Contractor Program Manager

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

LEWIS COUNTY

SBGH-PARTNERS, LLC

By: _____
Lee Napier

By: Scott Boettcher
Scott Boettcher

Title: _____

Title: Owner

Date: _____

Date: 1/13/2023

ATTACHMENT "A"
TWELFTH 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:	October 1, 2021 through June 30, 2023
Time and Expense:	Labor and expenses not to exceed \$229,750
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:	<p>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:</p> <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 project coordination support with RCO, OCB, CBB, and local project stakeholders.

<p>Task 2:</p>	<p>Provide Tracking and Work Program Support to the Flood Authority and its Committees-- This task will involve tracking, reporting, and supporting:</p> <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, 2021-23 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.
<p>Task 3:</p>	<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.