

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE
RECREATION AND CONSERVATION OFFICE
AND
LEWIS COUNTY**

Project #: 23-1297	Agreement Amount: \$224,000.00
Project: Chehalis River Basin Flood Authority	Agreement Type: IAA
Period of Performance: July 1, 2023 – June 30, 2025	

PARTIES TO THE AGREEMENT

This Interagency Agreement is made and entered into by and between the Washington State Recreation and Conservation Office, hereinafter referred to as "RCO," and Lewis County, hereinafter referred to as "COUNTY," pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE

COUNTY is the lead administrative and fiscal agent for the Chehalis River Basin Flood Authority (Flood Authority). The Flood Authority is a key partner in the Chehalis Basin Strategy (CBS) and is responsible for delivering a local flood hazard reduction projects program and flood warning and alert system program and providing local perspectives from basin communities and governments as CBS is formally developed.

SOURCE OF FUNDING

Funding for this Agreement comes from the Washington State Department of Ecology's (Ecology's) Office of the Chehalis Basin and is administered by RCO.

PERIOD OF PERFORMANCE

This Agreement shall become effective July 1, 2023 and expire on June 30, 2025, except as clarified in this term below and/or unless terminated sooner or extended as provided herein.

STATEMENT OF WORK

COUNTY, as directed by the Flood Authority, shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for, or incidental to, the performance of work below:

Task 1: Local Flood Hazard Reduction Projects Program and Flood Authority Operations

Help local communities identify, develop, fund, and implement local flood hazard reduction projects throughout the basin. COUNTY will:

- Oversee, staff, and implement the direction of the Flood Authority and its Local Projects Committee.
- Recruit, track (status, budget), and support implementation (problem-solving, troubleshooting, regulatory and funding coordination) of local projects.
- Provide project management support to RCO for Flood Authority “CBS Flood” projects as specified in Chehalis Basin Strategy (CBS) Roles and Responsibilities for OCB and RCO document.
- Represent the Flood Authority on matters related to local projects before OCB and the Chehalis Basin Board.
- Document, track, report, implement, staff, and otherwise attend to the activities, decisions, and logistics of the Flood Authority.
- Provide day-to-day administrative and fiscal support, and budget and program accountability.
- Attend Flood Authority meetings.
- Conduct periodic State Auditor’s Office accountability audits.
- Appoint three (3) out of seven (7) members to the Chehalis Basin Board as required by state law (i.e., RCW 43.21A.732).
- Provide local perspective in the development of the Chehalis Basin Strategy required by state law (i.e., RCW 43.21A.732).
- Advocate for balanced basin-wide flood damage reduction and aquatic species solutions as directed by local city and county resolutions.
- Ensure Project Success Stories are completed for all implemented local projects.

Task 2: Flood Warning and Alert System Program

Develop, refine, and improve the functionality and usability of the Chehalis River Basin Flood Warning and Alert System. COUNTY will:

- Design, implement, and test the Flood Warning System functionality and usability improvements.
- Install, test, and calibrate the Flood Warning System’s hydrometeorological sensors and network instruments.
- Update the Flood Warning System’s Basin Gage Plan.
- Develop and update the gage, weather station, and webcam access agreements and asset reports.
- Maintain and periodically convene partners to identify and implement Flood Warning System improvements.
- Conduct Flood Warning System outreach.

Deliverables:

- Updated studies and analyses uploaded to the Flood Authority website and PRISM
- Outreach materials uploaded to the Flood Authority website and PRISM

COMPENSATION

RCO shall reimburse COUNTY an amount not to exceed Two Hundred Twenty-Four Thousand and No/100 Dollars **(\$224,000.00)**, including any applicable tax and indirect costs, for the performance of all things necessary for, or incidental to, the work as set forth in this Agreement.

COUNTY shall be allowed to move amounts not to exceed ten percent of the amount from any worksite or total between worksites. Budget changes in excess of ten percent may be made only upon the written approval of both parties to this Agreement.

Task	Worksite	Budget
Task 1 - Local Flood Hazard Reduction Projects Program	Flood Authority Administration (2015F-057-SP)	\$190,400.00
Task 2 - Flood Warning and Alert System Program	Flood Authority Flood Warning System (2023F-010-PL)	\$33,600.00
TOTAL		\$224,000.00

BILLING AND PAYMENT

RCO shall pay COUNTY upon acceptance of service provided and receipt and approval of a properly completed invoice, which shall be submitted quarterly in PRISM. Deliverables are subject to approval by RCO prior to payment.

Invoices shall describe and document, to RCO's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the contract reference number. If expenses are invoiced, provide a detailed breakdown of each type. If billing by task, invoice must indicate the task completed and amount.

A receipt must be retained by COUNTY for any single expense in the amount of \$50.00 or more. Receipts shall be uploaded in PRISM if: 1) the expense is \$1,000.00 or greater, or 2) the expense is \$500.00 or greater for bills totaling less than \$50,000.00.

Payment shall be considered timely if made by RCO within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent electronically or mailed to the address designated by COUNTY.

RCO may, in its sole discretion, terminate the contract or withhold payments claimed by COUNTY for services rendered if COUNTY fails to satisfactorily comply with any term or condition of this AGREEMENT.

Travel costs are limited to state per diem rates. This includes travel for subcontractors and subconsultants.

CONFLICT OF INTEREST

COUNTY shall act in a professional and ethical manner and avoid any conflict of interest that might influence COUNTY's actions or judgment. COUNTY must disclose immediately to RCO any interest, direct or indirect, that might be construed as prejudicial in any way to the professional judgment of COUNTY in rendering service to RCO.

COUNTY shall not permit its staff to work on any RCO funded or managed project related to this Agreement if such staff also voluntarily testify, advocate, work for, or consult for parties with interests or involvement in any related RCO funded or managed project, or on subject matter related to such related RCO project, during the Agreement term and for two years after end of the Agreement term, unless COUNTY obtains prior written approval from RCO. This requirement shall survive termination of the agreement.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties.

PERFORMANCE REPORTING

COUNTY must complete Quarterly Progress and Final Reports in PRISM.

ARCHAEOLOGICAL AND CULTURAL RESOURCES

RCO requires COUNTY to adhere to Ecology's standards for archeological and cultural resources and environmental data standards provided herein. Ecology will act as the lead agency for cultural resources.

COUNTY shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. COUNTY agrees to hold harmless Ecology as the lead RCO in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to COUNTY's negligence, including any subcontractor's negligence.

COUNTY shall:

- Contact Ecology to discuss any Cultural Resources requirements for the project:
- For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 21-02, Archaeology and Cultural Resources.
- For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
- Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.

- If required by Ecology, submit an Inadvertent Discovery Plan (IDP) to Ecology prior to implementing any project that involves ground disturbing activities. Ecology will provide the IDP form. COUNTY shall:
 - Keep IDP at the project site.
 - Make IDP readily available to anyone working at the project site.
 - Discuss IDP with staff and contractors working at the project site.
 - Implement IDP when cultural resources or human remains are found at the project site.
 - If any archeological or historical resources are found while conducting work under this Agreement, immediately stop work and notify Ecology, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
 - If any human remains are found while conducting work under this Agreement, immediately stop work and notify the local law enforcement RCO or Medical Examiner/Coroner's Office, and then Ecology.
- Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

SUSPENSION

The obligation of RCO to manage Agreement terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium, RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the Agreement must cease until such time funds are obligated to RCO and RCO provides notice to continue work.

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.

ASSURANCES

COUNTY shall comply with all applicable state, federal and local laws and regulations while performing under this Agreement.

ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes, and local laws, rules and regulations
2. Statement of Work

3. Any other provisions of the Agreement, including materials incorporated by reference.

AGREEMENT REPRESENTATIVES

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.

<i>Agreement Manager for COUNTY:</i>	<i>Agreement Manager for RCO:</i>
Lee Napier 2025 NE Kresky Ave. Chehalis, WA 98532 360-740-2606 lee.napier@lewiscountywa.gov	Sasha Medlen PO Box 40917 Olympia, WA 98504-0917 (360) 819-3374 sasha.medlen@rco.wa.gov

ENTIRE AGREEMENT

This Agreement, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

APPROVAL

This Agreement shall be subject to the written approval of RCO's authorized representative and shall not be binding until so approved. The Agreement may be altered, amended, or waived only by a written amendment executed by both parties.

THIS AGREEMENT, consisting of **six (6)** pages, is executed by the persons signing below who warrant that they have the authority to execute the Agreement.

WASHINGTON STATE RECREATION AND CONSERVATION OFFICE

LEWIS COUNTY

SIGNATURE

Scott T. Robinson

PRINT NAME

Deputy Director

TITLE

DATE

SIGNATURE

PRINT NAME

TITLE

DATE