

## **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

**Contractor Program Manager**

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

**LEWIS COUNTY**

By: \_\_\_\_\_  
Lee Napier

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SBGH-PARTNERS, LLC**

By: \_\_\_\_\_  
Scott Boettcher

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# ATTACHMENT “A”

## NINTH SUPPLEMENTAL PERSONAL SERVICES AGREEMENT AND SCOPE OF WORK

Between  
**LEWIS COUNTY**  
 and  
**SBGH-Partners, LLC**

|                               |  |
|-------------------------------|--|
| <b>Contract Manager:</b>      | Scott Boettcher, Principal<br>SBGH-Partners<br>2601 Capitol Way S<br>Olympia, WA 98501-3326<br>360/480-6600<br><a href="mailto:scottb@sbgh-partners.com">scottb@sbgh-partners.com</a>  |
| <b>Primary Staff:</b>         | Scott Boettcher  |
| <b>Period of Performance:</b> | July 1, 2019 through June 30, 2021   |
| <b>Time and Expense:</b>      | Labor and expenses not to exceed \$194,000   |
| <b>General Duties:</b>        | 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.   |
| <b>Task 1:</b>                | <p><b>Provide Day-To-Day Administrative and Logistical Support to the Flood Authority and its Committees</b> -- 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 &amp; Education, Chehalis Basin Projects, and Executive), including:</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Providing regular Flood Authority meeting support including determining location/equipment needs, confirming presenters, etc.</li> <li>• Updating the Flood Authority’s web presence so the work program and products of the Flood Authority are accessible and effectively communicated.</li> <li>• Organizing workshops and trainings on Flood Authority products including the Flood Warning System.</li> <li>• Providing local floodproofing and retrofitting support.</li> </ul> |
| <b>Task 2:</b>                | <p><b>Provide Tracking and Work Program Support to the Flood Authority and its Committees</b>-- This task will involve tracking, reporting, and supporting:</p>  |

|                       |   |
|-----------------------|---|
|                       | <ul style="list-style-type: none"> <li>• Implementation of 2012 Jobs Now Act projects (state capital budget).</li> <li>• Implementation of 2013-15, 2015-17, 2017-19, 2019-21 state capital budget projects as applicable.</li> <li>• 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.</li> </ul>  |
| <p><b>Task 3:</b></p> | <p><b>Research and Develop Staff Recommendations for Issues that Come Before the Flood Authority and its Committees--</b> 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"> <li>• Developing options and alternatives to ensure adequate sustainable funding for operations and maintenance of the Flood Warning System.</li> <li>• Developing options and alternatives to improve the usability of the Flood Warning System.</li> <li>• Developing options and alternatives to effect efficient decision-making and implementation for local projects throughout the Basin.</li> <li>• Developing options and alternatives to effect clear and meaningful outreach and communication throughout the Basin.</li> <li>• Supporting local floodproofing, retrofitting, and development of basin-wide recommendations.</li> </ul> |