INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE
AND
LEWIS COUNTY, ACTING AS THE LEAD AGENCY FOR
THE CHEHALIS RIVER BASIN FLOOD AUTHORITY

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, acting as the Lead Agency for the Chehalis River Basin Flood Authority, hereinafter referred to as "Lewis County", pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE

The purpose of this Agreement is for RCO to release funds authorized by the Legislature in Second Engrossed House Bill 1115 (Chapter 3, Laws of 2015) designated for study, analysis and implementation of flood control projects in the Chehalis River Basin.

PERIOD OF PERFORMANCE

This Agreement shall become effective on July 1, 2015, regardless of date of execution, and will expire on June 30, 2017, except as clarified in this term below and/or unless terminated sooner or extended as provided herein.

Funding for this project is appropriated through June 30, 2017. This agreement may be extended to include work in FY 2017 as needed and if funding is available.

STATEMENT OF WORK

Lewis County shall provide the following services to RCO related to flood hazard reduction in the Chehalis Basin and support of the Chehalis River Basin Flood Authority:

1. Flood Authority will track the progress of local capital projects funded by the Legislature to reduce flood damage and improve aquatic species habitat. It will advise RCO on the suitability of local projects prior to RCO issuing contracts to project sponsors. The Flood Authority will support project sponsors by helping coordinate the involvement of regulatory agencies. Where appropriate, it will review alternative designs and provide input to the project sponsors and RCO on how best to meet the intent of the Legislature.

2. Flood Authority will advise the Chehalis Basin Governor's Work Group ("Work Group") on the design and implementation of studies regarding alternative flood damage mitigation projects and aquatic species enhancement. It will participate in workshops held by the Work Group. It will review draft recommendations developed by the Work Group.

3. Flood Authority will design and conduct public outreach to keep the public informed of their work and solicit input on the overall strategies for flood damage reduction and aquatic species enhancement in the Basin.

4. Flood Authority will secure necessary technical expertise to advise the Flood Authority and participating Basin communities on retrofitting buildings to meet flood opening criteria requirements, preparing local area analyses to identify candidates for future building elevation projects, and improving local floodplain management programs.

5. Deliverables to be submitted to RCO by the Flood Authority will include the following:
   - General work plan(s), schedules of deliverables, and associated documentation and materials once established by the Flood Authority.
   - Copies of recommendations to the Governor's Chehalis Basin Work Group.
   - Brief status reports (including expenses itemized by budgetary item) to be submitted with each invoice, describing progress related to the work under this agreement.
   - Copies of recommendations regarding capital projects funded by the Legislature.

COMPENSATION

RCO shall reimburse Lewis County, acting as the Lead Agency for the Chehalis River Basin Flood Authority ("Flood Authority"), an amount not to exceed Three Hundred and Seventy three and three hundred and thirty two dollars and nineteen cents ($373,332.19), 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.

Allowable costs shall include costs incurred by the Flood Authority from the first date of the Agreement period until the Agreement is terminated or expires as provided herein, but in no event shall allowable costs exceed the maximum amount of the Agreement. Costs allowable under this Agreement are based on the following agreed budget.

CATEGORY	**DOLLARS**
Salaries and Wages – Lead Agency Staff	$ 40,000.00
Employee Benefits – Lead Agency Staff	$ 0
Supplies	$ 0
Others Goods and Services directly related to Flood Authority business	$ 4,000.00
Consulting Services	$329,332.19
Studies	$ 0
TOTAL	**$373,332.19**

Lewis County, acting as the Lead Agency for the Flood Authority, shall be allowed to move amounts not to exceed ten percent of any object or expenditure total between objects. However, no change or transfer can be made that would have the effect of increasing the total budget. Budget changes in excess of this ten percent may be made only upon the written approval of both parties to this Agreement.

BILLING AND PAYMENT

RCO will pay Lewis County upon acceptance of service provided and receipt and approval of a properly completed invoice, which shall be submitted not more frequently than monthly to RCO's representative as designated in the Administration section below.

The invoice shall describe and document, to RCO's satisfaction, a description of the work performed, staff charges, any travel costs, indirect cost calculations, and fees. Lewis County shall also include adequate supporting documentation and include a reference to RCO Interagency Agreement Number ****. If expenses are invoiced, Lewis County shall provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of $50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by RCO within thirty (30) calendar days after receipt of the

properly completed invoice. Payment shall be sent to the address designated by Lewis County.

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

No payment in advance or in anticipation of services or supplies to be provided under this contract shall be made by RCO.

ADMINISTRATION

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.

> Lewis County's representative shall be Lee Napier, 2025 NE Kresky Avenue, Chehalis, WA 98532; 360-740-2606, Lee.Napier@lewiscountywa.gov or her successor.
>
> RCO's representative shall be Scott Robinson, PO Box 40917, Olympia, WA 98504-0917, 360-902-0207, scott.robinson@rco.wa.gov or his successor.

DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from RCO, one representative from Lewis County, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing. Neither party shall have recourse to the courts unless there is a showing of noncompliance or waiver of this section.

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.

CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be waived, changed, modified, or amended only by written agreement executed by both parties hereto.

EXECUTION

We, the undersigned, agree to the terms of the foregoing Agreement.

LEWIS COUNTY, ACTING AS LEAD AGENCY FOR THE CHEHALIS RIVER BASIN FLOOD AUTHORITY	**STATE OF WASHINGTON RECREATION AND CONSERVATION OFFICE**
Lee Napier	Scott T. Robinson
Lee Napier, Director of Community Development, Lewis County	Scott Robinson, Deputy Director
	8/12/15
DATE	DATE