

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE
RECREATION AND CONSERVATION OFFICE
AND
GRAYS HARBOR COUNTY**

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 Grays Harbor County, hereinafter referred to as "GHC", pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE

This project consists of the following two elements:

- Element I -- Complete final engineering design and construction permit applications for sheet-pile flood wall east of the Wishkah Road between milepost 2.2 and 2.7 for flood hazard reduction at a cost of up to \$400,000.
- Element II -- Acquire two parcels of property adjacent to the river as part of the project at a cost of up to \$250,000. Parcel numbers are: 180933210010; and 180933240010.

Project timeline is:

- April 2016 -- Hire consultant.
- October 2016 -- Complete property acquisitions.
- December 2016 -- Complete 30 percent design.
- April 2017 -- Complete 90 percent design.
- June 2017 -- Complete PS&E (bid package).

Read more at https://www.ezview.wa.gov/site/alias_1775/overview/34768/overview.aspx.

PERIOD OF PERFORMANCE

This Agreement shall become effective **February 18, 2016** or once fully signed, whichever is later, 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

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

See Grays Harbor County Updated 2013-15 State Capital Budget Funds Acquisition Form (2/02/2016) and "Purpose" as stated above.

COMPENSATION

RCO shall reimburse GHC, an amount not to exceed Six Hundred Fifty Thousand Dollars (**\$650,000**), 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 GHC 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	\$0
Goods and Services	\$650,000
Construction Contracts	\$0
TOTAL	\$650,000

GHC, 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 GHC 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. GHC shall also include adequate supporting documentation and include a reference to RCO Interagency Agreement Number 16-1187. If expenses are invoiced, GHC shall provide a detailed breakdown of each type.

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 GHC.

RCO may, in its sole discretion, terminate the contract or withhold payments claimed by GHC for services rendered if GHC 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.

GHC's representative shall be Russ Esses, 100 West Broadway, Suite 31, Montesano, WA 98563; 360-249-4222; resses@co.grays-harbor.wa.us or his 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 GHC, 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.

GRAYS HARBOR COUNTY


Chair, Board of County Commissioners
Grays Harbor County

2-29-16
Date

**STATE OF WASHINGTON
RECREATION AND CONSERVATION OFFICE**


Scott Robinson, Deputy Director

3/3/16
Date

**Funds Acquisition Form
2013-2015 State Capital Budget
Chehalis River Basin**

Return to: Scott Boettcher (scottb@sbgh-partners.com).

PROJECT NAME	
<p align="center">Grays Harbor County -- Wishkah Road Flood Levee http://www.ezview.wa.gov/pr/site/alias_1747/overview/34387/overview.aspx</p>	
Date:	February 2, 2016
Funds requested:	\$650,000
Project sponsor:	Grays Harbor County
Project contact:	<p>Russ Esses, County Engineer Grays Harbor County Public Services 100 W. Broadway, Suite 31 Montesano, WA 98563 360-249-4222, X-1648 resses@co.grays-harbor.wa.us</p>
Project description, including project phases:	<p>Element I -- Complete final engineering design and construction permit applications for sheet-pile flood wall east of the Wishkah Road between milepost 2.2 and 2.7 for flood hazard reduction at a cost of up to \$400,000.</p> <p>Element II -- Acquire two parcels of property adjacent to the river as part of the project at a cost of up to \$250,000. Parcel numbers are: 180933210010; and 180933240010.</p>
Scope of work showing timeline, expenditure plan and deliverables:	<ul style="list-style-type: none"> • Complete funding approval with RCO by March 31, 2016. • Hire consultant by April 30, 2016. • Complete 30 percent design by December 31, 2016. • Complete property acquisition by October 2016. • Complete 90 percent design by April 30, 2017. • Complete PS&E (bid package) by June 30, 2017. • Expenditure plan: <ul style="list-style-type: none"> ○ 2016 -- \$300,000. ○ 2017 -- \$350,000.
Description and timing of flood hazard reduction benefit(s) to be achieved:	<p>This project will reduce flooding of the Wishkah Road between milepost 2.2 and 2.7. The benefits will be achieved after the flood wall project is constructed in 2018-2019.</p>
Plan to ensure project completion and full utilization of funds by 7/01/2015:	<p>Grays Harbor County will give this project a high priority and hire a consultant as soon as possible. The consultant contract will require that the land acquisition be completed prior to the start of work.</p>