

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE
AND
CITY OF COSMOPOLIS**

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 City of Cosmopolis, hereinafter referred to as "City of Cosmopolis", pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE

The City of Cosmopolis is seeking funding for "Final Design and Permitting" and "Bidding and Construction" to restore the functions and values of the Mill Creek Dam and pond that existed prior to the dam's breach that occurred during the November 2008 storm. The project will implement priorities in the City's Hazard Mitigation Plan and Mill Creek Multi Objective Plan; and achieve the City's multiple objectives of providing recreation, flood hazard reduction, habitat restoration, and fish passage, while meeting current requirements of federal, state, and local regulatory agencies. Project timeline is:

- September to January 2015 – Final Design and Permitting.
- January to October 2016 – Bidding and Construction.

Read more at https://www.ezview.wa.gov/site/alias_1763/overview/34596/overview.aspx.

PERIOD OF PERFORMANCE

This Agreement shall become effective **October 1, 2015** 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

City of Cosmopolis 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:

See Attachment A - Updated 2015-17 Small Projects Recruitment Form (dated June 11, 2015).

COMPENSATION

RCO shall reimburse City of Cosmopolis, an amount not to exceed Three Million and Eighty Two Thousand Dollars (**\$3,082,000**), 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 the City of Cosmopolis 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	\$700,000
Construction Contracts	\$2,382,000
TOTAL	\$3,082,000

City of Cosmopolis, 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 City of Cosmopolis 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. City of Cosmopolis shall also include adequate supporting documentation and include a reference to RCO Interagency Agreement Number 15-1510. If expenses are invoiced, City of Cosmopolis 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 City of Cosmopolis.

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

City of Cosmopolis' representative shall be Darrin Raines, PO Box 2007, Cosmopolis, Washington 98537, 360-533-4280, draines@cosmopoliswa.gov 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 City of Cosmopolis, 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.

CITY OF COSMOPOLIS

Darrin C. Raines

Darrin Raines, Public Works/Community
Development Director, City of Cosmopolis

9/17/2015

Date

**STATE OF WASHINGTON
RECREATION AND CONSERVATION OFFICE**

Scott R. Robinson

Scott Robinson, Deputy Director

9/18/15

Date

RECEIVED
SEP 18 2015
WA STATE
RECREATION AND CONSERVATION OFFICE



Updated 2015-17 Small Projects Recruitment Form

Chehalis River Basin Flood Relief

What are small projects? -- In general, small projects are those projects that provide predominantly localized benefit, are capable of being completed within the funding cycle, are supported by the jurisdiction within which the project is proposed, and are vetted and advanced through the Chehalis River Basin Flood Authority's Chehalis Basin Projects Committee.

Instructions:

- a. Please submit updated project requests (via this form) to Scott Boettcher (scottb@sbgh-partners.com) no later than 5:00 p.m. June 11, 2015.
- b. In particular, we are interested in updates to Project Timeline (#7), Project Cost and Funding (#8), and Completion and Doability (Part III); however notable updates to other sections of the form are welcome too.
- c. Projects being asked for scope and budget updates can be found here - [https://www.ezview.wa.gov/Portals/_1492/images/2015-17%20Small%20Projects%20--%2010152014\(2\)\(1\).pdf](https://www.ezview.wa.gov/Portals/_1492/images/2015-17%20Small%20Projects%20--%2010152014(2)(1).pdf).

Part I General	
1. Date:	June 11, 2015
2. Project Name:	City of Cosmopolis Mill Creek Dam Improvements Project
3. Project Location -- Please identify the location of the project as precisely as possible, preferable with latitude/longitude coordinates.	From Highway 101 in Cosmopolis, turn west on C Street, proceed 4 blocks to 5th Street and turn left into Mill Creek Park. Walk southerly along the creek to the dam site. Latitude: 46.95013773646577 Longitude: -123.77297043800354
4. Project Contact -- Please identify who will be responsible for overseeing and managing the project (i.e., name, email, telephone number, etc.).	Darrin Raines, City of Cosmopolis Public Works / Community Development Director PO Box 2007 Cosmopolis, WA 98537 360-533-4280 draines@cosmopolis.us.com



<p>5. Lead Organization -- Please identify the lead organization, agency, entity, etc. responsible for this project.</p>	<p>City of Cosmopolis</p>
<p>Part II Description, Timing and Cost</p>	
<p>6. Project Description -- Please describe the project, what it is intended to accomplish, and the benefits that will accrue and to whom.</p>	<p>The City of Cosmopolis is seeking funding to restore the function and value of the Mill Creek Dam and pond that existed prior to the dam beach that occurred during the November 2008 storm. The project will implement priorities in the City's Hazard Mitigation Plan and Mill Creek Multi-Objective Plan; achieve the City's multiple objectives of providing recreation, flood hazard reduction, habitat restoration, and fish passage, while meeting current requirements of federal, state, and location regulatory agencies.</p> <p>This dam provides a component of flood hazard reduction for 1,650 residents in Cosmopolis. The downstream affected area reaches into South Aberdeen and potentially several hundred more residents as much of South Aberdeen drains into the lower reaches of Mill Creek.</p> <p>The population directly affected by this project is approximately 325 people (130 homes) in Cosmopolis and at least 200 people (90 homes) in South Aberdeen. Also two businesses (Western Peterbilt with 25 employees and D4 Sports with seven employees) are adjacent to Mill Creek and are directly affected by its flood flows. Western Peterbilt provides Cosmopolis with tax base revenue on annual sales in excess of \$14,000,000. The Grays Harbor County Road Maintenance Shop (with 10-15 employees) is also directly adjacent to Mill Creek. It stores critical equipment for the maintenance of roads in the central part of Grays Harbor County.</p>
<p>7. Project Timeline -- Please describe the overall timeline for completion of the project as well any interim stages or phases.</p>	<p>*Pending Funding*</p> <p>July to December 2015 – Final Design and Permitting January to October 2016 – Bidding and Construction</p>
<p>8. Project Cost and Funding -- What is the cost of this project? What are the on-going maintenance and operation requirements? Is it clear who will be responsible for on-going maintenance and operations costs?</p>	<p>The total project cost estimate is \$3,819,750.</p> <p>The on-going maintenance and operation requirements for the dam will involve similar activities conducted by the City as prior to the breach. The City will be responsible for the O&M costs.</p>


**CHEHALIS
 RIVER BASIN**
 FLOOD AUTHORITY

<p>9. Other Funding -- Please explain the extent to which other funding sources or funding partners are available.</p>	<p>The City's funding need is \$3,082,000.</p> <ul style="list-style-type: none"> • The City received prior funding offer from the Flood Authority in the amount of \$2,250,000, of which \$1,512,250 was deferred to the City of Montesano, resulting the amount funded to the City being \$737,750. • The \$1,512,250 amount (deferred to Montesano) is expected to be re-authorized to the City for this project, separate from this funding request. If this amount is not re-authorized, then the City's funding request for this project is \$3,082,000. The City has been actively pursuing funding to replace the dam since 2008.
<p>Part III Completion and Doability by June 30, 2017</p>	
<p>10. Project Completion -- Does the funding requested complete (or substantially complete) a project that has already been started? If so, please explain.</p>	<p>Yes, the requested funding will complete the project that has already been started. The City has received prior funding from the Flood Authority which has been used to conduct the following activities:</p> <ul style="list-style-type: none"> • Initial Regulatory Consultation and Preliminary Design Criteria (completed July 2013) • Initial Geotechnical, Environmental, and Survey (completed October 2013) • Field Data Collection and Engineer's Report (completed May 2015)
<p>11. Project Doable -- Can this project or the stage/phase for which funding is sought be completed by June 30, 2017?</p>	<p>Yes. Pending funding, the project schedule includes:</p> <ul style="list-style-type: none"> • June to December 2015 – Final Design and Permitting • January to October 2016 – Bidding and Construction <p>The project's Individual Permit application was submitted to the US Army Corps of Engineers in April 2015 and according to the Corps may take 12 months or more for issuance. The overall project schedule also includes other project permitting requirement timeframes, based on regulatory consultations that have been conducted with the Washington State Department of Fish and Wildlife, Washington State Department of Ecology's Dam Safety Office, Washington State Recreation and Conservation Office, and FEMA. The project's construction schedule needs to adhere to the Washington State Department of Fish and Wildlife (WDFW) annual window for allowing in-water work, which is June 1 to September 30. Depending on the timeline of funding, the Corps Individual Permit process, and the requirement to adhere to the June to September in-water work window, the City believes this project will be completed by either October 2016 or October 2017.</p>
<p>12. Project Impacts -- Please identify how any project impacts will be mitigated and if that mitigation will be accomplished by June 30, 2017?</p>	<p>Mitigation of project impacts includes flood hazard reduction, fish passage, and recreation. Mitigation of these project impacts will be accomplished within the Project Timeline described above.</p>
<p>Part IV Benefits Stated and Quantified</p>	

<p>13. Emergency Response -- Please explain how this project enhances our ability to respond in a flood emergency (e.g., does it keep critical access roads, transportation facilities, etc. open and functional.)</p>	<p>The ability to respond in a flood emergency will be enhanced by this project. Since the dam's breach in 2008, local flooding events have affected emergency vehicle access along roads adjacent to Mill Creek downstream of the dam in the City's residential core.</p> <p>In addition, the Grays Harbor County Road Maintenance Shop (with 10-15 employees), located adjacent to Mill Creek, stores critical equipment for the maintenance of roads in the central part of Grays Harbor County.</p>
<p>14. Essential Infrastructure Protection -- Please explain how this project protects essential infrastructure (as well the risks or consequences of not acting this funding cycle).</p>	<p>The dam's flood hazard reduction benefit has not been in place since the breach in 2008, and replacement of the dam will restore this function.</p> <p>This dam is the primary source of flood hazard reduction for 1,650 residents in Cosmopolis. The downstream affected area reaches into South Aberdeen and potentially several hundred more residents as much of South Aberdeen drains into the lower reaches of Mill Creek.</p> <p>The essential infrastructure downstream of the dam remains at risk of facing the consequences of flood hazards until the dam is replaced.</p>
<p>15. Public Health, Safety and Welfare -- Please explain how this project protects public health, safety and welfare.</p>	<p>The dam will provide some flood hazard reduction benefit along Mill Creek downstream of the dam by storing and reducing some of the peak runoff flows from the upper Mill Creek basin. Replacing the dam would enhance the health, safety and welfare of over 1,650 residents in Cosmopolis and South Aberdeen. The drainage area downstream of the dam indicating the affected area is approximately 0.4 square miles in Cosmopolis and 1 square mile in South Aberdeen.</p>
<p>16. Residential, Commercial and/or Agricultural Protection -- Please explain how this project protects residential, commercial and/or agricultural interests and communities and the benefits of acting (or consequences of not acting) this funding cycle. Consider factors like number of structures at risk, number of people at risk, historic frequency of flood damage, magnitude of benefit to be gained for the cost, etc.).</p>	<p>The population directly affected by this project is approximately 325 people (130 homes) in Cosmopolis and at least 200 people (90 homes) in South Aberdeen. Also two businesses (Western Peterbilt with 25 employees and D4 Sports with seven employees) are adjacent to Mill Creek and are directly affected by its flood flows. Western Peterbilt provides Cosmopolis with tax base revenue on annual sales in excess of \$14,000,000. The Grays Harbor County Road Maintenance Shop (with 10-15 employees) is also directly adjacent to Mill Creek. It stores critical equipment for the maintenance of roads in the central part of Grays Harbor County.</p> <p>Since the dam breach in 2008, the City has experienced localized flooding along Mill Creek downstream of the dam.</p>



<p>17. Other Project Impacts -- Please explain how this project impacts or is potentially impacted by another project.</p>	<p>This project is a priority as referenced in the City's Hazard Mitigation Plan (HMP) and the City's Multi-Objective Plan for Mill Creek. In the Multi-Objective Plan, the City identifies priorities for near term and long range improvements to the entire Mill Creek watershed system, including assessment for capacity and fish passage enhancements of culverts conveying Mill Creek, operation of the tide gate in the levee where Mill Creek drains to the Chehalis River, and upstream fish habitat enhancements. The replacement of the dam is one component of the City's overall objective of providing flood hazard reduction from Mill Creek.</p>
<p>18. Anything Else -- Please feel free to offer any additional information (e.g., photos, maps, drawings, etc.) that would be helpful to better understand the scope, timeline and benefits of this project.</p>	<p>For photos, reports, drawings and maps, see the Flood Authority website for this project: https://www.ezview.wa.gov/site/alias_1763/overview/34596/overview.aspx Two additional significant benefits of this project will be provided, relating to habitat restoration and recreation.</p> <ul style="list-style-type: none"> • The prior dam was a fish barrier along Mill Creek. The replacement dam includes fish passage that will provide fish access to habitat of approximately 2 miles in the upper Mill Creek watershed. • The dam breach removed the youth recreational fishing pond upstream of the dam, and destroyed the Mill Creek Park loop trail footbridge. This project will restore the recreational pond and loop trail footbridge for the citizens of Cosmopolis, the greater Grays Harbor area, and visitors.