

**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

Study the frequency, duration and extent of flooding on the Wishkah Road between M.P. 2.2 and M.P. 7.6 and identify cost effective flood hazard reduction alternatives.

The following significant areas of flooding to be studied:

- Study Area #1 -- Baretich Flats (M.P. 2.2).
- Study Area #2 -- Ellison Dip (M.P. 3.8).
- Study Area #3 -- Long Swamp (M.P. 5.0).
- Study Area #4 -- Monarch Creek (M.P. 5.8).
- Study Area #5 -- Vienna Tracts (M.P. 7.6).

This project will:

- Review and evaluate previous studies, reports, and information (some of which is located here https://www.ezview.wa.gov/site/alias_1747/library/34390/library.aspx).
- Determine flood elevation, depth, duration and frequency for various low points within the comprehensive study area.
- Identify and evaluate alternatives that eliminate or reduce Wishkah Road flood closures within the comprehensive study area.
- Prepare preliminary plan, design and construction cost estimates for each alternative proposal within the comprehensive study area.
- Determine feasibility and adverse impacts/effects for each alternative proposal within the comprehensive study area.
- Provide hydraulic modeling for each feasible alternative proposal within the comprehensive study area.
- Provide benefit/cost analysis for each feasible alternative proposal within the comprehensive study area.
- Identify permits and regulatory requirements for each feasible alternative proposal within the comprehensive study area.

- Identify property and easements needed for each feasible alternative proposal within the comprehensive study area.
- Recommend a comprehensive package of feasible alternatives for final design covering the comprehensive study area.
- Provide scope, schedule, and sequencing for final design and permits for recommended projects.

[**Note:** As part of the study a community awareness and engagement strategy will be developed consisting of community meetings at critical junctures of the project, publically accessible website containing critical information documents, advertisement of key decisions and the schedule for such, etc.]

Project timeline is:

- May 2016 -- DRAFT Study Scope.
- June 2016 -- FINAL Study Scope.
- April 2017 -- DRAFT Study Completed.
- June 2017 -- FINAL Study Completed.

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 Attachment A - Updated 2015-17 Small Projects Recruitment Form (dated February 2, 2016) and "Purpose" as stated above.

COMPENSATION

RCO shall reimburse GHC, an amount not to exceed Five Hundred Thousand Dollars (**\$500,000**), 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	\$25,000
Goods and Services	\$475,000
Construction Contracts	\$
TOTAL	\$500,000

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 15-1596. 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 *Pro-Tem*

2-22-16

Date

STATE OF WASHINGTON RECREATION AND CONSERVATION OFFICE



Scott Robinson, Deputy Director

3/1/16

Date

RECEIVED

FEB 29 2016

WA STATE
RECREATION AND CONSERVATION OFFICE



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 project requests (via this form) to Scott Boettcher (scottb@sbgh-partners.com) no later than 5:00 p.m. September 30, 2014 September 30, 2014.
- b. Please submit individual project request forms for each project in your jurisdiction, even those projects previously or partially funded in the past.
- c. Note: Parts III and IV below [marked by "(**)"] will be scored as part of the Chehalis Basin Projects Committee's review and evaluation. Part I and II will not be scored.

Part I General	
1. Date:	February 10, 2016
2. Project Name:	Grays Harbor County — Comprehensive Wishkah Road Flood Study
3. Project Location -- Please identify the location of the project as precisely as possible, preferable with latitude/longitude coordinates.	Begin 47.002495/-123.814158 End 47.064989/-123.779697 Wishkah Road, milepost 2.2 to milepost 7.6. See map (attached).
4. Project Contact -- Please identify who will be responsible for overseeing and managing the project (i.e., name, email, telephone number, etc.).	Russ Esses, County Engineer Grays Harbor County 100 West Broadway, Suite 31 Montesano, WA 98563 (360) 249-4222 resses@co.grays-harbor.wa.us



<p>5. Lead Organization -- Please identify the lead organization, agency, entity, etc. responsible for this project.</p>	<p>Grays Harbor County (GHC).</p>
<p style="text-align: center;">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>Study the frequency, duration and extent of flooding on the Wishkah Road between M.P. 2.2 and M.P. 7.6 and identify cost effective flood hazard reduction alternatives.</p> <p>The following significant areas of flooding to be studied:</p> <ul style="list-style-type: none"> • Study Area #1 -- Baretich Flats (M.P. 2.2). • Study Area #2 -- Ellison Dip (M.P. 3.8). • Study Area #3 -- Long Swamp (M.P. 5.0). • Study Area #4 -- Monarch Creek (M.P. 5.8). • Study Area #5 -- Vienna Tracts (M.P. 7.6). <p>The project will benefit residents of Grays Harbor County, particularly those who reside or travel north of Aberdeen on the Wishkah Road.</p> <p>This project will:</p> <ul style="list-style-type: none"> • Review and evaluate previous studies, reports, and information (some of which is located here https://www.ezview.wa.gov/site/alias_1747/library/34390/library.aspx). • Determine flood elevation, depth, duration and frequency for various low points within the comprehensive study area. • Identify and evaluate alternatives that eliminate or reduce Wishkah Road flood closures within the comprehensive study area. • Prepare preliminary plan, design and construction cost estimates for each alternative proposal within the comprehensive study area. • Determine feasibility and adverse impacts/effects for each alternative proposal within the comprehensive study area. • Provide hydraulic modeling for each feasible alternative proposal within the comprehensive study area.



	<ul style="list-style-type: none"> • Provide benefit/cost analysis for each feasible alternative proposal within the comprehensive study area. • Identify permits and regulatory requirements for each feasible alternative proposal within the comprehensive study area. • Identify property and easements needed for each feasible alternative proposal within the comprehensive study area. • Recommend a comprehensive package of feasible alternatives for final design covering the comprehensive study area. • Provide scope, schedule, and sequencing for final design and permits for recommended projects. <p>Note: As part of the study a community awareness and engagement strategy will be developed consisting of community meetings at critical junctures of the project, publically accessible website containing critical information documents, advertisement of key decisions and the schedule for such, etc.</p>
<p>7. Project Timeline -- Please describe the overall timeline for completion of the project as well any interim stages or phases.</p>	<p>This flood study is scheduled to be completed by July 1, 2017.</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 engineer's estimated cost of this flood study is \$500,000.</p> <p>There are no on-going maintenance and operation requirements with this study.</p>
<p>9. Other Funding -- Please explain the extent to which other funding sources or funding partners are available.</p>	<p>No other funding sources are available and no other partners exist for this project.</p>
<p align="center">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, this funding request would complete the flood study for this section of the Wishkah Road.</p>



11. Project Doable -- Can this project or the stage/phase for which funding is sought be completed by June 30, 2017?	No. This flood study can be completed by July 1, 2017.
12. Project Impacts -- Please identify how any project impacts will be mitigated and if that mitigation will be accomplished by June 30, 2017?	This flood study will determine adverse project impacts and necessary mitigation. This information will be needed to determine project feasibility. This study will be completed by July 1, 2017.
Part IV (**) Benefits Stated and Quantified	
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.)	This flood study will identify cost effective flood hazard reduction alternatives for the Wishkah Road (M.P. 2.2 and M.P. 7.6). Any work that reduces or eliminates flooding will enhance emergency response to the Wishkah Valley area. Wishkah Road is the primary access route between Wishkah Valley School and the nearest medical facilities located in Aberdeen, WA.
14. Essential Infrastructure Protection -- Please explain how this project protects essential infrastructure (as well the risks or consequences of not acting this funding cycle).	This project studies the Wishkah Road that includes power, communication, natural gas, and water lines within its right of way. Improved access to these utilities will be provided by completed projects that reduce roadway flooding.
15. Public Health, Safety and Welfare -- Please explain how this project protects public health, safety and welfare.	This flood study will identify cost effective flood hazard reduction alternatives for the Wishkah Road (M.P. 2.2 and M.P. 7.6). Projects ultimately completed as a result of this study will enhance public health, safety and welfare by reducing road closures during flood events.
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	Severe flooding of the Wishkah Road occurs during the 3-5 year flood events at several locations. This severe flood causes road closures at several locations on the Wishkah Road between M.P. 2.2 and M.P. 7.6.



<p>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>These closures affect residential, commercial and agricultural interests.</p> <p>The Wishkah Road provides direct access to over 200 residences, 25,000 acres of timberland and over 1,000 acres of agricultural farmland.</p> <p>This flood study will identify cost effective flood hazard reduction alternatives that reduce the road closures on this minor arterial road.</p>
<p>17. Other Project Impacts -- Please explain how this project impacts or is potentially impacted by another project.</p>	<p>We are unaware of any impacts to or from another project.</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>	