

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

**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 Oakville, hereinafter referred to as "Oakville", pursuant to the authority granted by Chapter 39.34 RCW.

**PURPOSE**

Oakville will collect data, geography and history on the constant flooding occurring in the area of East GHC, Oakville and WSDOT. This information will be used to create a list of sound solutions mitigating personal suffering, infrastructure and property damage to public and private citizens and local entities. There are six public roads that are directly affected by this flood issue. The culverts are plugged and three of the aggregate road surfaces wash out. This analysis project will produce a short list of projects or project that will mitigate as many as possible of the flood affected areas. The consequences of no action means more property damage and road reconstruction.

Project timeline is:

- March 2017 – Data collection complete.
- June 2017 – Three mitigation project proposals, including engineered cost estimates and benefit calculations.

Read more at [https://www.ezview.wa.gov/site/alias\\_1942/overview/36782/overview.aspx](https://www.ezview.wa.gov/site/alias_1942/overview/36782/overview.aspx).

**PERIOD OF PERFORMANCE**

This Agreement shall become effective **May 4, 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**

Oakville 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 - 2015-17 Small Projects Recruitment Form (dated March 31, 2016) as well as "Purpose" as stated above.

**COMPENSATION**

RCO shall reimburse Oakville, an amount not to exceed Fifty-Five Thousand Dollars (**\$55,000**), 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 Oakville 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	
Goods and Services	\$55,000
Construction Contracts	
<b>TOTAL</b>	<b>\$55,000</b>

Oakville 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 Oakville 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. Oakville shall also include adequate supporting documentation and include a reference to RCO Interagency Agreement Number 15-1526. If expenses are invoiced, Oakville 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 Oakville.

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

Oakville's representative shall be Dan Thompson, Superintendent of Public Works, Oakville, WA, 98568, 360-280-6843, [oakvillewaterstreet@gmail.com](mailto:oakvillewaterstreet@gmail.com) 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](mailto: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 Oakville, 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.

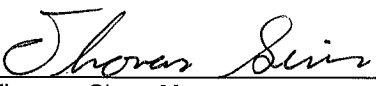
**CHANGES, MODIFICATIONS AND AMENDMENTS**

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 OAKVILLE**

  
\_\_\_\_\_  
Thomas Sims, Mayor

5/3/16  
\_\_\_\_\_  
Date

**STATE OF WASHINGTON  
RECREATION AND CONSERVATION OFFICE**

  
\_\_\_\_\_  
Scott Robinson, Deputy Director

5/5/16  
\_\_\_\_\_  
Date

**RECEIVED**  
**MAY - 5 2016**  
  
WA STATE  
RECREATION AND CONSERVATION OFFICE



## 2015-17 Small Projects Recruitment Form

### "Additional Local Flood relief Projects" (for 2015-17 biennium)

#### Chehalis River Basin Flood Relief

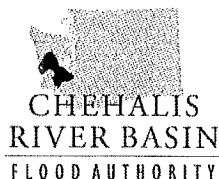
**What are small projects?** -- In general, small projects are those projects that provide predominantly localized benefit, are capable of being completed within the funding cycle, are supported by the jurisdiction within which the project is proposed, and are vetted and advanced through the Chehalis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

**What are additional local flood relief projects?** -- Additional local flood relief projects are small projects seeking to utilize surplus 2015-17 small project monies as a result of other small projects coming in under budget, being re-scoped or otherwise resulting in surplus resources. Additional local flood relief projects, like small projects are to be completed within the funding cycle, supported by the jurisdiction within which the project is proposed, and vetted and advanced through the Chehalis River Basin Flood Authority's Chehalis Basin Projects Committee.

#### Instructions:

- Please submit additional local flood relief project requests (via this form) to Scott Boettcher ([scottb@sbgh-partners.com](mailto:scottb@sbgh-partners.com)) no later than 5:00 p.m. April 1, 2016.
- Please submit individual project request forms for each project in your jurisdiction, even those projects previously or partially funded in the past.
- 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. <b>Date:</b>	March 31, 2016
2. <b>Project Name:</b>	Oakville, East GHC and WSDOT Flood Relief Mitigation Analysis Project
3. <b>Project Location</b> -- Please identify the location of the project as precisely as possible, preferable with latitude/longitude coordinates.	The project area's Northwest point is N46°50.746 W123°14.084"      Northeast point is N46°50.218" W123°12.589"      Southeast point is N46°50.237" W123°13.399"      Southwest point is N46°50.028"



	W123*13.987"
4. <b>Project Contact</b> -- Please identify who will be responsible for overseeing and managing the project (i.e., name, email, telephone number, etc.).	Dan Thompson <a href="mailto:oakvillewaterstreet@gmail.com">oakvillewaterstreet@gmail.com</a> 360-280-6843 Supt. of Public Works City of Oakville
5. <b>Lead Organization</b> -- Please identify the lead organization, agency, entity, etc. responsible for this project. Please identify key partners responsible for assisting in the delivery or implementation of the project.	City of Oakville <a href="mailto:oakvillecityhall@comcast.net">oakvillecityhall@comcast.net</a> 360-273-8916 Mayor Thomas Sims
<b>Part II</b> <b>Description, Timing and Cost</b>	
6. <b>Project Description</b> -- Please describe the project, what it is intended to accomplish, and the benefits that will accrue and to whom.	Collect data, geography and history on the constant flooding occurring in the area of East GHC, Oakville and WSDOT. This information will be used to create a list of sound solutions mitigating personal suffering, infrastructure and property damage to public and private citizens and local entities.
7. <b>Project Timeline</b> -- Please describe the overall timeline for completion of the project as well any interim stages or phases.	April 2016 to July 2016. This investigational analysis could have two phases. 1. Data collection 2. Three mitigation project proposals, including engineered cost estimates and benefit calculations.
8. <b>Project Cost and Funding</b> -- 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?	The project is an engineering analysis with a budget of \$55,000.00 total. There should be minimal O/M requirements. The lead agency would assume any O/M costs.
9. <b>Other Funding</b> -- Please explain the extent to which other funding sources or funding partners are available.	This is a multi-jurisdictional project. Grays Harbor County the City of Oakville and WSDOT are partners. The lead agency has contacted both partners and they are supportive of the project.
<b>Part III (**)</b> <b>Completion and Doability by June 30, 2017</b>	
10. <b>Project Completion</b> -- Does the funding requested complete (or substantially complete) a project that has already been started? If so, please explain.	No
11. <b>Project Doable</b> -- Can this project or the stage/phase for which funding is sought be completed by June 30, 2017? Does the project	Yes



face problem areas that could impact its doability and timeline, e.g., permitting or regulatory unknowns.	
12. <b>Project Impacts</b> -- Please identify how any project impacts will be mitigated and if that mitigation will be accomplished by June 30, 2017?	This investigation should have minimal project impacts. All three jurisdictions will be working together providing continuity for possible impact resolution.
<b>Part IV (**)</b> <b>Benefits Stated and Quantified</b>	
13. <b>Emergency Response</b> -- 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.)	Currently there are three road closures that occur 90% of the time per event. Two City roads and one County road are blocked to emergency equipment.
14. <b>Essential Infrastructure Protection</b> -- Please explain how this project protects essential infrastructure (as well the risks or consequences of not acting this funding cycle).	There are six public roads that are directly affected by this flood issue. The culverts are plugged and three of the aggregate road surfaces wash out. This analysis project will produce a short list of projects or project that will mitigate as many as possible of the flood affected areas. The consequences of no action means more property damage and road reconstruction.
15. <b>Public Health, Safety and Welfare</b> -- Please explain how this project protects public health, safety and welfare.	Public Health is improved by on-site septic drain field's not spreading raw sewage during events. Safety is improved by traffic not having to forde deep water over intersections. This investigational project will lead to these improvements.
16. <b>Residential, Commercial and/or Agricultural Protection</b> -- 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>This investigational analysis would lead to protecting residential properties by avoiding home flood repair costs. Not disrupting the lives of workers, students and elderly thru the evacuation and relocation process while the homes are repaired. Commercial properties would be able to operate their businesses during events and not deal with structural damage, lost inventory and employee layoffs.</p> <p>There are approx. 35 houses and 4 commercial businesses affected by these flood events. The historic frequency is about one to two events per year.</p>



17. <b>Other Project Impacts</b> -- Please explain how this project impacts or is potentially impacted by another project.	This project will provide further benefit to the mitigation projects in place now and the future. The drainages flow directly to the Chehalis River. This project will add more information to the basin wide solution strategy of the Flood Authority.
18. <b>Anything Else</b> -- 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.	I will have drafts of the project area available in a few weeks. The following is a short summary of the flood events origin and path. Water flows out of the County thru Oakville into WSDOT Hwy 12 back into the County, then back thru Oakville and ending up on the Chehalis Reservation into the Chehalis River.