

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE
AND
TOWN OF BUCODA**

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

PURPOSE

Overbank flooding on the Skookumchuck River results in the closure of Main Street near the intersection with 11th Street in the Town of Bucoda. Approximately 50 residences (25 percent of the Town) located south of 11th Street are isolated from emergency services during high flow events. In January 2009, the homes and citizens were cut off from the rest of town for two days.

The proposed project involves elevating 1,500 feet of Main Street a height of 1 to 2 feet (approximate elevation 246 ft). Additionally, a 50 foot opening would need to be installed near the intersection of Main Street and 11th Street to provide an overflow path for Skookumchuck River flood waters. The opening will likely consist of multiple box culverts or a bridge. The project timeline is as follows:

- May 2016 – Final design complete.
- October 2016 – Property acquisition complete.
- June 2017 – Construction complete.

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

Town of Bucoda 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 10, 2015).

COMPENSATION

RCO shall reimburse Town of Bucoda, an amount not to exceed Three Million One Hundred Thousand Dollars (**\$3,100,000**), 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 Town of Bucoda 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	\$250,000
Goods and Services	\$550,000
Construction Contracts	\$2,300,000
TOTAL	\$3,100,000

Town of Bucoda, 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 Town of Bucoda 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. Town of Bucoda shall also include adequate supporting documentation and include a reference to RCO Interagency Agreement Number 15-1525. If expenses are invoiced, Town of Bucoda 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 Town of Bucoda.

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

Town of Bucoda' representative shall be Mayor Alan Carr, PO Box 10, Bucoda, WA 98630, 360-278-3525, mayorofbucoda@scattercreek.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 or his successor.

DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from RCO, one representative from Town of Bucoda, 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.

TOWN OF BUCODA

Alan Carr, Mayor
Town of Bucoda

9-22-15
Date

**STATE OF WASHINGTON
RECREATION AND CONSERVATION OFFICE**

Scott Robinson, Deputy Director

9/25/15
Date

RECEIVED
SEP 25 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 10, 2015
2. Project Name:	Main Street Regrade
3. Project Location -- Please identify the location of the project as precisely as possible, preferable with latitude/longitude coordinates.	Intersection of Main Street and 11 th Street in Bucoda, WA.
4. Project Contact -- Please identify who will be responsible for overseeing and managing the project (i.e., name, email, telephone number, etc.).	Mayor Alan Carr Town of Bucoda PO Box 10 Bucoda, WA 98630 360-278-3525 mayorofbucoda@scattercreek.com
5. Lead Organization -- Please identify the lead organization, agency, entity, etc. responsible for this project.	Town of Bucoda



11. Project Doable -- Can this project or the stage/phase for which funding is sought be completed by June 30, 2017?	Yes. This project can be completed by June 30, 2017
12. Project Impacts -- Please identify how any project impacts will be mitigated and if that mitigation will be accomplished by June 30, 2017?	Adverse environmental impacts are not anticipated. No mitigation will be required.
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.)	Overbank flooding on the Skookumchuck River results in the closure of Main Street near the intersection with 11 th Street in the Town of Bucoda. Approximately 50 residences (25% of the Town) located south of 11 th Street are isolated from emergency services during high flow events. In January 2009, the homes and citizens were cut off from the rest of town for two days.
14. Essential Infrastructure Protection -- Please explain how this project protects essential infrastructure (as well the risks or consequences of not acting this funding cycle).	The main residential area of the Town has experienced numerous floods throughout the years. Homes have been raised but access to the area could be improved by providing faster exiting of flood water thru the south end of the Town. The roads within the Town could be protected with less flooding.
15. Public Health, Safety and Welfare -- Please explain how this project protects public health, safety and welfare.	Volunteer Fire Department personnel live in the affected area. County Sheriff's Deputies also reside in the area. Emergency response to the area will be protected as well as allowing responders to do their jobs in their assigned areas benefitting all citizens.
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.).	This project will help with access to residences in the area cut off by flooding. In addition, flood waters will be channeled quicker through the town thereby improving river flow and reducing flood damage that may occur.
17. Other Project Impacts -- Please explain how this project impacts or is potentially impacted by another project.	This project neither impacts nor will be impacted by another project.