

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

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

PURPOSE

The City of Montesano waste water treatment plant (WWTP) is located along the Wynoochee River near it's confluence with the Chehalis River. Movement of the river toward the WWTP threatens the integrity and functionality of the plant. Failure or loss of critical elements of the treatment plant would be an unfortunate and expensive infrastructure and environmental disaster. The project is to fund a design solution to prevent further threat or harm to the banks of the river and treatment plant. Possible design solutions include installation of three two-hundred foot rock groins to deflect river flow and further erosion. The project design study timeline is as follows:

- March 2016 – Draft design study.
- June 2016 – Final design study.

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 Montesano 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 5, 2015).

COMPENSATION

RCO shall reimburse City of Montesano, an amount not to exceed One Hundred Thirty-Seven Thousand Dollars (**\$137,000**), 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 Montesano 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	\$137,000
Goods and Services	\$
Construction Contracts	\$
TOTAL	\$137,000

City of Montesano, 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 Montesano 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 Montesano shall also include adequate supporting documentation and include a reference to RCO Interagency Agreement Number 15-1529. If expenses are invoiced, City of Montesano 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 Montesano.

RCO may, in its sole discretion, terminate the contract or withhold payments claimed by City of Montesano for services rendered if City of Montesano 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 Montesano's representative shall be Mike Wincewicz, 112 N. Main Street, Montesano, WA, 98563, 360-249-3021 x.111, mwincewicz@montesano.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 City of Montesano, 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 MONTESANO



Mike Wincewicz, Community Development
Director, City of Montesano

9-23-2015

Date

**STATE OF WASHINGTON
RECREATION AND CONSERVATION OFFICE**



Scott Robinson, Deputy Director

9/25/15

Date

RECEIVED
SEP 24 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:	6/5/2015
2. Project Name:	Waste Water Treatment Plant - Wynoochee River Bank Protection
3. Project Location -- Please identify the location of the project as precisely as possible, preferable with latitude/longitude coordinates.	The City of Montesano waste water treatment plant (WWTP) is located along the Wynoochee River near it's confluence with the Chehalis River. The Wastewater Treatment Plant (WWTP) is in the south portion of Montesano, west of Highway 107 and east of the Wynoochee River. The coordinates for the project is 46°58'04" N, 123°36'27" W
4. Project Contact -- Please identify who will be responsible for overseeing and managing the project (i.e., name, email, telephone number, etc.).	The City of Montesano public works director Rocky Howard rhoward@montesano.us, 360-590-1833
5. Lead Organization -- Please identify the lead organization, agency, entity, etc. responsible	The City of Montesano

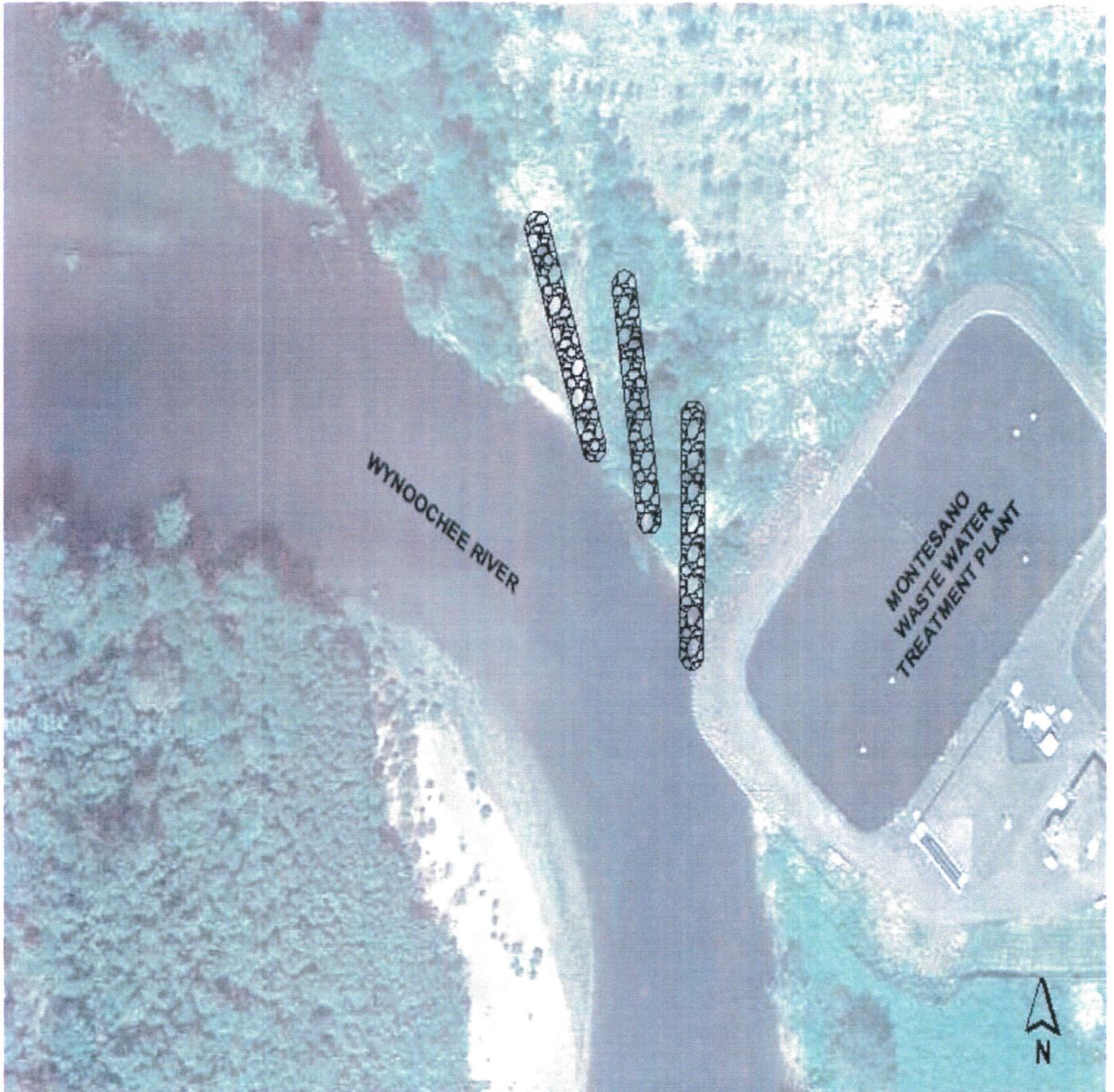


for this project.	
Part II Description, Timing and Cost	
6. Project Description -- Please describe the project, what it is intended to accomplish, and the benefits that will accrue and to whom.	The project will be to protect the waste water treatment facility on the Wynoochee river from erosion the river is causing on the bank which the treatment plant sits on. By installing three (3) two-hundred (200) foot rock groins, the river flow will be deflected from further erosion. There will not be any in water work to install these. The project will benefit everyone downstream of the plant. If this project is funded the plant will be saved from spilling raw sewage into the river.
7. Project Timeline -- Please describe the overall timeline for completion of the project as well as any interim stages or phases.	From the beginning of design to the end of construction it is approximately 120 working days.
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?	The estimated cost of this project is \$1,440,000 including design engineering and construction management. There are no ongoing maintenance or operation costs with this project.
9. Other Funding -- Please explain the extent to which other funding sources or funding partners are available.	Not Applicable
Part III Completion and Doability by June 30, 2017	
10. Project Completion -- Does the funding requested complete (or substantially complete) a project that has already been started? If so, please explain.	In 2007, the City funded \$500,000 as an emergency effort to install a sheet pile structure adjacent to the lagoon to prevent continued erosion of the embankment and potential sludge discharge into the river. This phase is to further protect from continuing meander and erosion not present at that time.
11. Project Doable -- Can this project or the stage/phase for which funding is sought be completed by June 30, 2017?	Yes it can.
12. Project Impacts -- Please identify how any project impacts will be mitigated and if that mitigation will be accomplished by June 30, 2017?	Not Applicable



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.)	Not Applicable
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 will protect the waste water treatment plant from collapsing into the Wynoochee river, by preventing the erosion from happening in the area around the treatment plant. If this project does not get funded the Wynoochee river will erode the banks and cause the treatment plant to fail and spill raw sewage and sludge into the river and be carried downstream.
15. Public Health, Safety and Welfare -- Please explain how this project protects public health, safety and welfare.	The project will protect the waste water treatment plant from spilling raw sewage and sludge into the Wynoochee river. If the project does not get built many people and animals will be exposed to raw sewage, leading to the potential of poisoning.
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.).	If the waste water treatment plant fails the raw sewage will spill in to the Wynoochee river and flow into the Chehalis river which empties into Greys Harbor. The impact of a disaster like that would be immense. The Wynoochee has been eroding the banks increasingly more each year. The river has already eroded the bank past the treatment plant is some area, and the only thing holding it up is the existing wall. The treatment plant won't last much longer if nothing is done soon. All people and ways of life below that treatment plant will be greatly affected if the plant is to fail. This is a fish habitat and if they raw sewage and sludge were to enter it, it would greatly affect the eco system of the river.
17. Other Project Impacts -- Please explain how this project impacts or is potentially impacted by another project.	Not Applicable
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.	






CHEHALIS
RIVER BASIN
FLOOD AUTHORITY



