

**BEFORE THE BOARD OF SUPERVISORS OF THE
CHEHALIS RIVER BASIN FLOOD CONTROL ZONE DISTRICT**

**APPROVING RCO GRANT AGREEMENT 23-1781 CONCERNING) RESOLUTION NO. 25-002
PROJECT MANAGEMENT AND AMENDMENT 1 TO THAT)
AGREEMENT**

WHEREAS, the Chehalis River Basin Flood Control Zone District (District) and Washington Recreation and Conservation Office (RCO) entered into interagency agreement number 23-1781 on December 21, 2023 whereby \$1.44 million in Office of Chehalis Basin funding would support project management efforts for the District's proposed flow-through dam for flood control; and

WHEREAS, in early 2024, the District adopted Lewis County's procurement policy setting forth the signature authority of the District Administrator (which before was not specified), requiring the Supervisors' approval for procurement contracts greater than \$350,000;

WHEREAS, the District and RCO now propose to amend the contract to add additional funds so that the total contract funding from RCO would be \$1.59 million;

WHEREAS, although the procurement policy addresses the spending of funds and not their receipt, such an amendment should be approved by the Supervisors, in prudence, by analogy to the adopted procurement policy; and

WHEREAS, the Supervisors have always been aware of the RCO contract 23-1781 funding, and there is no doubt that they approved of the contract to facilitate their adopted budget and the work of the District; and

WHEREAS, to remove any concern regarding the District's approval of the contract since inception or its amendment on this occasion, Board action is advisable.

NOW THEREFORE BE IT RESOLVED that RCO Contract 23-1781 concerning project management is hereby approved nunc pro tunc since its inception, and amendment 1 to that contract is also approved. The Administrator's signature on the original contract is ratified as the District's. The Administrator is authorized to sign the amendment on behalf of the District.

The foregoing resolution was ADOPTED by the Board of Supervisors of the Chehalis River Basin Flood Control Zone District at a special open public meeting this 28th day of January, 2025.

APPROVED AS TO FORM:

BOARD OF SUPERVISORS OF CHEHALIS RIVER BASIN
FLOOD CONTROL ZONE DISTRICT

By D. Bay, Deputy Prosecutor, Lewis County PAO
By: Interim District Counsel

Scott Brummer
Scott Brummer, Chair

ATTEST:

Sean Swope
Sean Swope, Vice Chair

Tammy Martin
Tammy Martin, Interim Clerk of the Board

Lindsey R. Pollock
Lindsey R. Pollock, DVM, Supervisor

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE
RECREATION AND CONSERVATION OFFICE
AND
CHEHALIS RIVER BASIN FLOOD CONTROL ZONE DISTRICT**

Project #: 23-1781

Contract Amount: \$1,440,000

Project: FCZD Project Management & Oversight

Contract Type: Interagency Agreement

Period of Performance: October 1, 2023 – June 30, 2025

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 Chehalis River Basin Flood Control Zone District, hereinafter referred to as "FCZD" pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE

The purpose of this contract is to fund FCZD project management and oversight to work on state and federal Environmental Impact Statement (EIS) processes for a proposed water retention facility (i.e., dam or Flood Retention Expandable [FRE]) and improvements to a levee around the Chehalis-Centralia Airport.

SOURCE OF FUNDING

Funds for this Agreement are being appropriated from the Washington State Department of Ecology (ECOLOY) and administered through RCO.

PERIOD OF PERFORMANCE

This Agreement shall become effective October 1, 2023 and expire on June 30, 2025 unless terminated sooner or extended up to two additional 2-year periods at RCO's sole discretion.

STATEMENT OF WORK

FCZD shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of work as follows:

Task 1 – Environmental Impact Statement (EIS) Facilitation and Coordination

The roles and responsibilities related to this task include Lewis County staff time to facilitate coordination for EIS support, including supporting sub-contractor coordination, invoice processing, meeting scheduling, and other necessary administrative tasks.

Task 2 - Senior Advisors and Project Oversight

The roles and responsibilities of the Senior Advisors are to provide advice on regulatory and policy matters specific to the SEPA and NEPA EIS processes, including questions regarding permitting, tribal engagement and coordination, Section 106 and Endangered Species Act (ESA) consultation, and advisory support with intergovernmental communication tasks. Senior

Advisors will ensure EIS work is consistent with requirements of the overall SEPA & NEPA process.

Task 3 - Project Management

The roles and responsibilities of the Project Manager are to conduct ongoing project management support for the EIS processes through contractor and consultant assistance, including facilitating communications between the FCZD and state and federal agencies and tribes, managing consultant support for technical analyses, reviewing EIS submittal documents, and engagement with the District Board of Supervisors.

Task 4 - District Administrator

The roles and responsibilities of the District Administrator are to support internal FCZD leadership in general operations and provide strategic direction as it relates to the EIS processes, including development of scopes of work and contracts for members of the FCZD team, oversight and reporting for local state auditor requirements, and coordination with the Office of Chehalis Basin, WA state agencies, and tribes. The FCZD administrator also provides strategic project direction and direct communication with landowners.

Task 5 - Federal Endangered Species Act (ESA) Consultation

ESA consultant will initiate and support ongoing ESA consultation for the EIS process utilizing appropriate legal, regulatory, and policy advice necessary to complete the task.

Roles and responsibilities include the following activities:

- Support interagency outreach and communication for the proposed FRE, mitigation, and other project updates
- Initiate dialogue and respond to information requests from United States Army Corps of Engineers (USACE), the National Marine Fisheries Service, and U.S. Fish and Wildlife Service (Services)
- Internal strategy meetings and meetings with US Army Corps of Engineers (USACE) and Services
- Review and draft responsive documents
- Review ESA draft (if provided) and final biological opinion(s)
- Provide regulatory support and assistance to develop responses to questions or comments from federal agencies
- Coordinate with USACE and Services for revisions to draft biological opinion(s)
- Other work as necessary to facilitate, coordinate, and support the ESA review process with the USACE and Services.

Task 6 - Section 106 Consultation

The roles and responsibilities of the Section 106 consultant are to continue supporting the Section 106 Consultation required for the NEPA EIS. This includes completion of Traditional Cultural Property Forms, participation in Section 106 calls, and communication with contributing participating parties.

Deliverable

- Traditional Cultural Property Forms (submitted to OCB)

ESTIMATED BUDGET BY TASK

Task	Budget
Task 1: EIS Facilitation and Coordination	\$75,000
Task 2: Senior Advisors and Project Oversight	\$440,000
Task 3: Project Management	\$300,000
Task 4: District Administrator	\$360,000
Task 5: Federal ESA Consultation	\$190,000
Task 6: Section 106 Consultation	\$75,000
TOTAL	\$1,440,000

COMPENSATION

RCO shall reimburse FCZD an amount not to **exceed One Million Four Hundred and Forty thousand Dollars (\$1,440,000)**, 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. For indirect costs, FCZD may charge their federally approved rate, or they may charge up to 10% of modified total direct costs; if they have no such rate, they may charge a RCO negotiated rate. All rates must be on file with RCO. This applies to subcontractors.

FCZD shall be allowed to move amounts not to exceed ten percent of the amount from any task or total between tasks. Budget changes in excess of ten (10) percent may be made only upon the written approval of both parties to this Agreement.

This Agreement must remain within the delegated spending authority granted by the Department of Enterprise Services, per RCW 39.26. If the costs incurred under this agreement are anticipated to exceed its delegated authority, RCO will seek additional authorization prior to executing any amendment that would result in costs in excess of its delegated authority.

BILLING AND PAYMENT

RCO shall pay FCZD upon acceptance of service provided and receipt and approval of a properly completed invoice, which shall be submitted quarterly in PRISM. Deliverables are subject to approval by RCO prior to payment.

Invoices shall describe and document, to RCO's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the contract reference number. If expenses are invoiced, provide a detailed breakdown of each type. If billing by task, invoice must indicate the task completed and amount.

A receipt must be retained by FCZD for any single expense in the amount of \$50.00 or more. Receipts shall be uploaded in PRISM if: 1) the expense is \$1,000.00 or greater, or 2) the expense is \$500.00 or greater for bills totaling less than \$50,000.00.

Payment shall be considered timely if made by RCO within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent electronically or mailed to the address designated by FCZD.

RCO may, in its sole discretion, terminate the contract or withhold payments claimed by FCZD for services rendered if FCZD fails to satisfactorily comply with any term or condition of this AGREEMENT.

Travel costs are limited to state per diem rates. This includes travel for subcontractors and subconsultants.

ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

PERFORMANCE REPORTING

FCZD must complete Progress and Final Reports in PRISM as assigned through milestones.

ARCHAEOLOGICAL AND CULTURAL RESOURCES

In accordance with IAA No. C2400039, RCO IAA 25-04, ECOLOGY shall act as the lead agency for compliance with Governor's Executive Order 21-02 and ensure compliance with all other applicable local, state, and federal laws protecting cultural resources and human remains. The FCZD shall contact ECOLOGY to discuss any Cultural Resources requirements for the project.

No ground disturbing work shall commence in the project area until the FCZD has been provided notice of cultural resources completion from the lead agency. RCO cannot reimburse for ground disturbing activities until documentation is provided that cultural resources review has been completed. All cultural resources requirements for non-ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.

Ground Disturbance is any action or activity that results in the movement of earth, soils, or sediments, or the change in the existing soil or sediment cover (both vegetative and non-vegetative), or the existing topography. Ground disturbing activities include, but are not limited to: digging, trenching, tunneling, concrete cutting, and boring, adding fill, building on, removing trees, using heavy equipment on, compacting. Compaction that is associated with the stabilization of structures, temporary or permanent equipment, temporary or permanent road construction, staging, and on-site transit and other activities that would change or potentially impact a cultural resource if one is present shall be considered ground disturbance.

CONFLICT OF INTEREST

FCZD shall act in a professional and ethical manner and avoid any conflict of interest that might influence FCZD's actions or judgment. FCZD must disclose immediately to RCO any interest, direct or indirect, that might be construed as prejudicial in any way to the professional judgment of FCZD in rendering service to RCO.

FCZD shall not permit its staff to work on any RCO funded or managed project related to this Agreement if such staff also voluntarily testify, advocate, work for, or consult for parties with interests or involvement in any related RCO funded or managed project, or on subject matter related to such related RCO project, during the Agreement term and for two years after end of the Agreement term, unless FCZD obtains prior written approval from RCO. This requirement shall survive termination of the agreement.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties.

SUSPENSION

The obligation of RCO to manage Agreement terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium, RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the Agreement must cease until such time funds are obligated to RCO and RCO provides notice to continue work.

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.

ASSURANCES

FCZD shall comply with all applicable state, federal and local laws and regulations while performing under this Agreement.

ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable state and federal statutes, and local laws, rules and regulations
2. Statement of Work
3. Any other provisions of the Agreement, including materials incorporated by reference.

AGREEMENT REPRESENTATIVES

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.

<i>Agreement Manager for FCZD:</i>	<i>Agreement Manager for RCO:</i>
Matthew Dillin 351 NW North St, Chehalis, WA 98532 (509) 289-9078 matt.dillin@lewiscountywa.gov	Sasha Medlen PO Box 40917 Olympia, WA 98504-0917 (360) 819-3374 sasha.medlen@rco.wa.gov

ENTIRE AGREEMENT

This Agreement, including referenced exhibits, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

APPROVAL

This Agreement shall be subject to the written approval of RCO's authorized representative and shall not be binding until so approved. The Agreement may be altered, amended, or waived only by a written amendment executed by both parties.


THIS AGREEMENT, consisting of **six (6)** pages, is executed by the persons signing below who warrant that they have the authority to execute the Agreement.

**WASHINGTON STATE RECREATION AND
CONSERVATION OFFICE**

**CHEHALIS RIVER BASIN FLOOD
CONTROL ZONE DISTRICT**



Scott Robinson (Dec 21, 2023 14:40 PST)



Ryan Barrett (Dec 21, 2023 14:37 PST)

SIGNATURE

SIGNATURE

Scott T. Robinson
PRINT NAME

Ryan Barrett
PRINT NAME

Deputy Director Dec 21, 2023
TITLE DATE

County Manager Dec 21, 2023
TITLE DATE










23-1781 Agreement - FCZD

Final Audit Report

2023-12-21

Created:	2023-12-21 (Pacific Standard Time)
By:	Deena Resnick (deena.resnick@rco.wa.gov)
Status:	Signed
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"23-1781 Agreement - FCZD" History

-  Document created by Deena Resnick (deena.resnick@rco.wa.gov)
2023-12-21 - 11:59:36 AM PST
-  Document emailed to ryan.barrett@lewiscountywa.gov for signature
2023-12-21 - 12:01:07 PM PST
-  Email viewed by ryan.barrett@lewiscountywa.gov
2023-12-21 - 2:33:56 PM PST
-  Signer ryan.barrett@lewiscountywa.gov entered name at signing as Ryan Barrett
2023-12-21 - 2:37:19 PM PST
-  Document e-signed by Ryan Barrett (ryan.barrett@lewiscountywa.gov)
Signature Date: 2023-12-21 - 2:37:21 PM PST - Time Source: server
-  Document emailed to Scott Robinson (scott.robinson@rco.wa.gov) for signature
2023-12-21 - 2:37:22 PM PST
-  Email viewed by Scott Robinson (scott.robinson@rco.wa.gov)
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-  Document e-signed by Scott Robinson (scott.robinson@rco.wa.gov)
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-  Agreement completed.
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**AMENDMENT # 1
BETWEEN
THE STATE OF WASHINGTON
RECREATION AND CONSERVATION OFFICE
AND
CHEHALIS RIVER BASIN FLOOD CONTROL ZONE DISTRICT**

Project #: 23-1781

Current Contract Amount: \$1,440,000

Project: FCZD Project Management
and Oversight

Contract Type: IAA

Amendment Type: Budget Increase and Scope Change

Period of Performance: 10/1/2023 – 6/30/2025

PURPOSE

The purpose of this amendment is to add \$150,000 of additional funding and add a new task (7) for the US Army Corps of Engineers (USACE) Evaluation and Permitting. This new scope will support the National Environmental Policy Act (NEPA) review processes for the Chehalis River Basin Flood Control Zone District's Flood Damage Reduction Project.

Past Amount	Increase Amount	Amended Amount
\$1,440,000	\$150,000	\$1,590,000

ESTIMATED BUDGET TABLE			
Task	Past Amount	Increase or Decrease Amount	New Amount
Task 1 – EIS Facilitation and Coordination	\$75,000	-	\$75,000
Task 2 – Senior Advisors and Project Oversight	\$440,000	-	\$440,000
Task 3 – Project Management	\$300,000	-	\$300,000
Task 4 – District Administrator	\$360,000	(\$100,000)	\$260,000
Task 5 – Federal ESA Consultation	\$190,000	-	\$190,000

Task 6 – Section 106 Consultation	\$75,000	-	\$75,000
Task 7 – USACE Evaluation and Permitting	-	\$250,000	\$250,000
TOTAL	\$1,440,000	\$150,000	\$1,590,000

AMENDED SCOPE OF WORK

This amendment adds Task 7 – USACE Evaluation and Permitting:

Task 7 – USACE Evaluation and Permitting

FCZD will support US Army Corps of Engineers’ (USACE) participation in the proposed National Environmental Policy Act (NEPA) evaluation of the Flood Damage Reduction Project through the Water Resources Development Act (WRDA) 214 Agreement.

COMPENSATION

RCO shall reimburse the Chehalis River Basin Flood Control Zone District an amount not to exceed **one million, five hundred, and ninety thousand dollars (\$1,590,000)** including any applicable tax and indirect costs, for the performance of all things necessary for, or incidental to, the work as set forth in the Agreement.

AGREEMENT TERMS

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

**WASHINGTON STATE RECREATION
AND CONSERVATION OFFICE**

**CHEHALIS RIVER BASIN FLOOD
CONTROL ZONE DISTRICT**


Scott Robinson (Feb 10, 2025 16:06 PST)


Ryan Barrett (Feb 10, 2025 14:16 PST)

SIGNATURE

SIGNATURE

Scott Robinson

Ryan Barrett

PRINT NAME

PRINT NAME

Deputy Director

District Administrator

Feb 10, 2025

Feb 10, 2025

TITLE

DATE

TITLE

DATE











23-1781 Amendment #1 - Chehalis River Basin FCZD

Final Audit Report

2025-02-10

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"23-1781 Amendment #1 - Chehalis River Basin FCZD" History

-  Document created by Brittany Engle (brittany.engle@rco.wa.gov)
2025-01-08 - 1:15:28 PM PST- IP address: 198.238.202.120
-  Document emailed to matthew.dillin@lewiscountywa.gov for signature
2025-01-08 - 1:16:16 PM PST
-  Email sent to matthew.dillin@lewiscountywa.gov bounced and could not be delivered
2025-01-08 - 1:16:30 PM PST
-  Brittany Engle (brittany.engle@rco.wa.gov) replaced signer matthew.dillin@lewiscountywa.gov with Matt Dillin (matt.dillin@lewiscountywa.gov)
2025-01-08 - 1:18:18 PM PST- IP address: 198.238.202.120
-  Document emailed to Matt Dillin (matt.dillin@lewiscountywa.gov) for signature
2025-01-08 - 1:18:18 PM PST
-  Email sent to matthew.dillin@lewiscountywa.gov bounced and could not be delivered
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-  Email viewed by Matt Dillin (matt.dillin@lewiscountywa.gov)
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-  Brittany Engle (brittany.engle@rco.wa.gov) replaced signer matthew.dillin@lewiscountywa.gov with Eric Eisenberg (eric.eisenberg@lewiscountywa.gov)
2025-01-21 - 9:35:32 AM PST- IP address: 198.238.202.120
-  Document emailed to Eric Eisenberg (eric.eisenberg@lewiscountywa.gov) for signature
2025-01-21 - 9:35:33 AM PST
-  Email viewed by Eric Eisenberg (eric.eisenberg@lewiscountywa.gov)
2025-01-21 - 9:40:52 AM PST- IP address: 209.34.142.130

 Brittany Engle (brittany.engle@rco.wa.gov) replaced signer matthew.dillin@lewiscountywa.gov with Ryan.Barrett@lewiscountywa.gov

2025-01-21 - 1:20:30 PM PST- IP address: 198.238.202.135

 Document emailed to Ryan.Barrett@lewiscountywa.gov for signature

2025-01-21 - 1:20:30 PM PST

 Email viewed by Ryan.Barrett@lewiscountywa.gov


2025-01-21 - 1:23:44 PM PST- IP address: 172.56.108.170

 Signer Ryan.Barrett@lewiscountywa.gov entered name at signing as Ryan Barrett

2025-02-10 - 2:16:27 PM PST- IP address: 209.34.142.130

 Document e-signed by Ryan Barrett (Ryan.Barrett@lewiscountywa.gov)

Signature Date: 2025-02-10 - 2:16:30 PM PST - Time Source: server- IP address: 209.34.142.130

 Document emailed to Scott Robinson (scott.robinson@rco.wa.gov) for signature

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2025-02-10 - 4:05:53 PM PST- IP address: 104.47.64.254

 Document e-signed by Scott Robinson (scott.robinson@rco.wa.gov)

Signature Date: 2025-02-10 - 4:06:05 PM PST - Time Source: server- IP address: 198.238.202.135

 Agreement completed.

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