

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

ACCEPTING AN INTERLOCAL ASSIGNMENT OF STORAGE RIGHTS ) RESOLUTION NO. 24-006  
FROM LEWIS COUNTY )  
)

**WHEREAS**, the Chehalis River Basin Flood Control Zone District ("District") is in need of long-term storage space for materials useful to environmental review of its proposed flood facility; and

**WHEREAS**, Lewis County has such long-term storage availability at the Meskill Pit, for flood purposes, through an internal memorandum of understanding; and

**WHEREAS**, Lewis County has concluded that the maintenance and operation of the District's proposed flood facility, if chosen for permitting and construction, will benefit Lewis County's overall flood control program and protect public property owned by Lewis County; and

**WHEREAS**, Lewis County and the District agree that it is in the public interest to enable the District to use the County's long-term storage;

**NOW THEREFORE, BE IT RESOLVED**, that the District accepts Lewis County's interlocal assignment, pursuant to RCW 39.34.080, RCW 86.15.150, and RCW 86.15.180, of its rights and obligations under the Meskill Pit memorandum of understanding.


The foregoing resolution was ADOPTED by the Board of Supervisors of the Chehalis River Basin Flood Control Zone District at a regular open public meeting this 21st day of May 2024

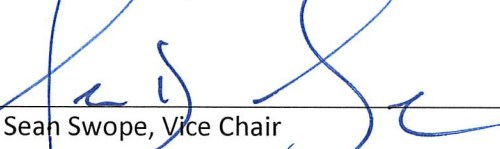
APPROVED AS TO FORM:

BOARD OF SUPERVISORS OF CHEHALIS RIVER  
BASIN FLOOD CONTROL ZONE DISTRICT

  
\_\_\_\_\_  
By: Interim District Counsel

  
\_\_\_\_\_  
Scott Brummer, Chair

ATTEST:  
  
\_\_\_\_\_  
Eric Eisenberg, Acting Interim Clerk of the Board

  
\_\_\_\_\_  
Sean Swope, Vice Chair

  
\_\_\_\_\_  
Lindsey R. Pollock, DVM, Supervisor

## Interlocal Agreement to Assign Rights and Obligations to Flood Control Zone District

Under the authority of RCW 39.34.080, RCW 86.15.150, and RCW 86.15.180, Lewis County hereby assigns its rights and obligations under the attached Memorandum of Understanding to the Chehalis River Basin Flood Control Zone District (FCZD) and FCZD hereby accepts the assignment of rights and assumes the obligations. These rights and obligations pertain to flood control. The governing bodies of both parties agree that the maintenance and operation of the FCZD's proposed project, if chosen for permitting and construction, will benefit the county's overall flood control program and protect public property owned by the County. Therefore, the County assigns its rights and obligations under the MOU to the FCZD as aid for that project.

APPROVED AS TO FORM:  
Jonathan L. Meyer, Prosecuting Attorney

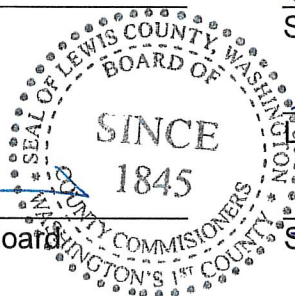
BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

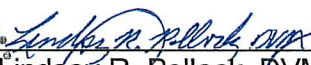
  
By: Civil Deputy

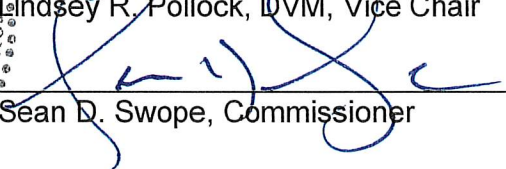
  
Scott J. Brummer, Chair

ATTEST:

  
Rieva Lester, Clerk of the Board




  
Lindsey R. Pollock, DVM, Vice Chair


  
Sean D. Swope, Commissioner

ASSIGNMENT APPROVED, PER MOU:

BOARD OF SUPERVISORS, CHEHALIS RIVER  
BASIN FLOOD CONTROL ZONE DISTRICT

  
Geoff Soderquist, County Engineer  
Lewis County Public Works

  
Scott J. Brummer, Chair

  
Sean D. Swope, Vice Chair

  
Lindsey R. Pollock, DVM, Supervisor

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## **Memorandum of Understanding between Lewis County and the Lewis County Public Works Department**

This MOU is an internal agreement within Lewis County between the Public Works Department ("Public Works") and Lewis County generally ("The County"), for purposes of flood control and compliance with RCW 43.09.210.

### **Recitals**

- A. Public Works, through road funds, owns an inactive mining pit on Meskill Road (tax parcel 019300002000). Public Works uses this site related to its ongoing road maintenance efforts, but the site has far more space that Public Works needs for its limited purposes thereon.
- B. The County has need for long-term storage related to flood control. It owns a former transfer station on Highway 6 near the River Road intersection (tax parcel number 019361002000). The site is unused and could be a storage site, but it is in the floodplain. Over the long term of storage needed (perhaps 15 years), the risk of flooding makes this site unsuitable, but it would work for shorter-term storage.
- C. Public Works has concluded that the long-term storage needed by the County for flood control purposes would not interfere with Public Works' use of the Meskill Pit site. Any additional short-term storage it needed could potentially be done at the former transfer station.
- D. The long-term flood storage will probably occur within shipping containers. Public Works may decide it could use additional shipping containers for its ongoing efforts, if the price were advantageous enough.

IT IS MUTUALLY AGREED THAT:

- 1. The parties accept the recitals above.
- 2. Public Works will allow the County to store up to ten shipping containers (or equivalent enclosed inert storage receptables) of material at the Meskill Pit site, and access them sporadically to manage the materials. Public Works will designate a space at the Meskill Pit site for this storage.

3. In consideration, the County will allow Public Works to store an equivalent amount of materials (whether enclosed in receptacles or not, subject to Public Works' discretion and its permitting requirements) at the former transfer station at Highway 6 and River Road, and to access those materials sporadically to manage them.
4. As further consideration, Public Works will be permitted to piggyback on whatever purchasing terms result from the procurement process for the shipping containers or equivalent storage, if Public Works chooses to do so. The County will arrange for the procurement to result in a unit price for the shipping containers to facilitate piggybacking.
5. Each party agrees to protect, defend, indemnify and hold harmless the other, its commissioners, agents, departments, and employees against any and all liabilities, claims, damages, penalties, actions, costs and expenses (including reasonable attorney's fees) which may arise for any reason as a result of the performance of this Agreement, to the extent of their comparative fault. Each party has negotiated and expressly waives any immunity that may be granted under the Washington Industrial Insurance Act.
6. Each party may assign its rights and obligations under this contract with the consent of the other party, which consent shall not unreasonably be withheld.

This agreement takes effect upon signing by both the Director of Public Works and the County Manager and will remain in effect until one of the two parties gives ninety-day written notice to cancel or renegotiate the terms of the agreement.

  
\_\_\_\_\_  
Geoff Soderquist, County Engineer  
Lewis County Public Works

05/21/2024  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Ryan Barrett, County Manager  
Lewis County

5/21/24  
\_\_\_\_\_  
Date