

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

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

PURPOSE

Centralia is applying for funds to construct upstream storage on China Creek modeled after the Johnson Creek Brookside Wetland project in Portland, Oregon. It is intended to use excavated naturally shaped landforms, stream channel friction and natural in stream fish habitat features to slow down and store runoff from the upper China Creek watershed during high flow runoff events. Delaying the peak flow runoff from the upper basin (approximately 70% of the watershed, generating 40% of the runoff flow) will allow China Creek to transport runoff from the urbanized middle basin (approximately 15% of watershed, generating 50% of runoff flow) reducing the frequency and/or intensity of flooding downtown.

The flood benefits of the project include reduced/eliminated flooding of downtown businesses, preserving access along main travel corridors for emergency vehicles and the public, and improved emergency response time during flood events. The project will also recreate the China Creek ecosystem within the project boundary. The beneficiaries are local business owners, the public and the public employees who serve the public during flood events, and fish and wildlife.

Projected timeline is as follows:

- May-September 2016 – Project construction
- January-March 2017 – Native planting

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 Centralia 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 – Updated 2015-17 Small Projects Recruitment Form (dated June 10, 2015).

COMPENSATION

RCO shall reimburse City of Centralia, an amount not to exceed Nine Hundred Thousand Dollars (\$900,000), 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 Centralia 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	\$90,000
Goods and Services	\$10,000
Construction Contracts	\$800,000
TOTAL	\$900,000

City of Centralia, 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 Centralia 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 Centralia shall also include adequate supporting documentation and include a reference to RCO Interagency Agreement Number 15-1524. If expenses are invoiced, City of Centralia 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 Centralia.

RCO may, in its sole discretion, terminate the contract or withhold payments claimed by City of Centralia for services rendered if City of Centralia 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 Centralia's representative shall be Rob Hill, PO Box 609, Centralia, WA, 98531, 360-330-7674, rhill@cityofcentralia.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 City of Centralia, 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 CENTRALIA

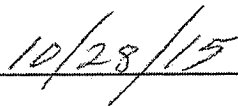
**STATE OF WASHINGTON
RECREATION AND CONSERVATION OFFICE**



Rob Hill, City Manager
City of Centralia



Scott Robinson, Deputy Director



Date



Date

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