

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

APPROVING AN INTERLOCAL WITH LEWIS COUNTY PUBLIC WORKS FOR SHARED SERVICES) **RESOLUTION NO. 24-004**
)
)

WHEREAS, the Chehalis River Basin Flood Control Zone District (the District) has a need for services for real property title review, appraisal, appraisal review and surveying but does not have trained staff for this purpose; and

WHEREAS, Lewis County has staff in the Public Works Department who can render such services without interfering with their county obligations; and

WHEREAS, an interlocal agreement is required to provide for reimbursement for such services shared by government entities.

NOW THEREFORE BE IT RESOLVED that the interlocal agreement for shared services between Lewis County and the District is in the public interest and is approved.

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 7th day of May 2024.

SUBSTITUTED THIS MAY 21, 2024, NUNC PRO TUNC FOR THE RESOLUTION PASSED IN OPEN SESSION ON MAY 7, 2024, TO CORRECT THE TITLE OF THE RESOLUTION TO STATE

"APPROVING AN INTERLOCAL WITH LEWIS COUNTY PUBLIC WORKS FOR SHARED SERVICES"

INSTEAD OF

"APPROVING AN AMENDMENT TO AN .09 GRANT AGREEMENT WITH LEWIS COUNTY".

THE LATTER, AS A SCRIVENER'S ERROR, WAS THE TITLE OF A PRIOR RESOLUTION.


APPROVED AS TO FORM:

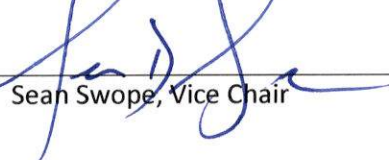

By: Interim District Counsel

BOARD OF SUPERVISORS OF CHEHALIS RIVER BASIN
FLOOD CONTROL ZONE DISTRICT


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

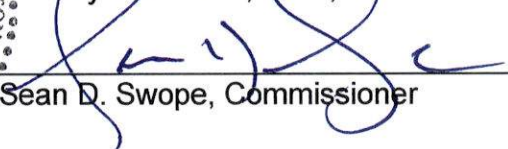

Scott J. Brummer, Chair

ATTEST:


Rieva Lester, Clerk of the Board





Lindsey R. Pollock, DVM, Vice Chair

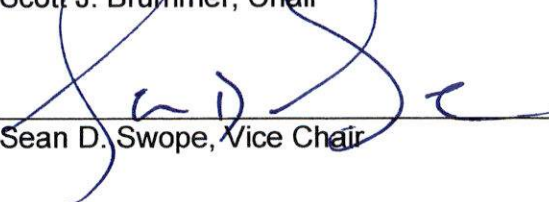

Sean D. Swope, Commissioner

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

3. In consideration, the County will allow Public Works to store an equivalent amount of materials (whether enclosed in receptables 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

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 receptacles) 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.

Tammy Martin

From: Shawn Kyes
Sent: Wednesday, May 22, 2024 12:00 PM
To: Eric Eisenberg
Cc: Matt Dillin; Tammy Martin; Tina Hemphill
Subject: RE: Appraisal review - signed as accepted
Attachments: Work Order 2024-01 - CRBFCD.pdf

Hello Eric,

Next month should work for payment. I've cc'd Tina who can see that billing is completed.

Attached is the signed around work order, and all work has been completed. Total time billed was 10 hours under Code 40-FCZCHERIVER.

From: Eric Eisenberg <Eric.Eisenberg@lewiscountywa.gov>
Sent: Tuesday, May 21, 2024 9:27 AM
To: Shawn Kyes <Shawn.Kyes@lewiscountywa.gov>
Cc: Matt Dillin <Matt.Dillin@lewiscountywa.gov>; Tammy Martin <Tammy.Martin@lewiscountywa.gov>
Subject: Appraisal review - signed as accepted

Hi Shawn,

Thank you for your speedy work on that appraisal review. The review asked a District representative to sign for acceptance. Ryan signed yesterday, and I am interofficing you back the document for your records. I kept a copy, which will suffice for my records.

Question: when you have used shared services agreements like this before, do you typically send an invoice at the work's completion, or does the reimbursable work order itself serve as the invoice? Just so I know the process you expect.

Second question: is it okay if we wait until Tammy returns from vacation to reimburse PW? She will return at the end of the month. The process to use .09 funds involves multiple steps, which she knows better than Matt or I do. So, if it is okay with you, I would wait until she is here to process the payment.

Thanks again!

Best,

Eric Eisenberg (he/him)

Housing & Infrastructure Specialist
Lewis County
351 NW North St
Chehalis, WA 98532
(360) 740-1235

SHARED SERVICES REIMBURSABLE WORK ORDER

Chehalis River Basin Flood Control District

Department

To be completed by Requesting Department

REQUEST

The undersigned hereby requests Lewis County Public Works to provide a preliminary estimate for cost of work stated herein.

Optional: The cost for the type of assistance requested cannot exceed \$ _____

Type of assistance requested:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Professional Service | <input type="checkbox"/> Equipment Maintenance |
| <input type="checkbox"/> Personnel Service | <input type="checkbox"/> Equipment Rental |
| <input type="checkbox"/> Labor | <input type="checkbox"/> Equipment Repair |
| <input type="checkbox"/> Materials | |
| <input type="checkbox"/> Purchasing | |
| <input type="checkbox"/> Training | |

PUBLIC WORKS ESTIMATE

I have met with a representative of the above Requesting Department and submit my preliminary estimate cost of \$700.00 plus administrative costs of \$35.00 for a total cost of \$735.00 to complete the project requested.

See Attached Detail of Work dated 5/3/2024


Designated Official of Lewis Co. Public Works

REQUESTING DEPARTMENT APPROVAL OF ESTIMATE

Cost estimate of work as requested is reasonable and required resources are available: Yes No

Date: 5-9-24

By: Brant
Requesting Department Designated Official

Title: District Administrator

Agency: Chehalis River Basin Flood Control Zone District

It is understood that the total cost given is for estimation purposes only and that the project total cost will be based upon the actual cost of the work performed and an administrative fee of 5% or \$100 whichever is greater.

All work will be performed in accordance with the Interlocal Agreement between Lewis County and the Chehalis River Basin Flood Zone Control District, dated 5/7/2024.

MASTER INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into pursuant to authority of R.C.W. 39.34.080 and in conformance with R.C.W. 43.09.210, this _____ day of _____, 2024, by and between LEWIS COUNTY, Washington, a political subdivision of the State of Washington (hereinafter "County"), and the CHEHALIS RIVER BASIN FLOOD CONTROL ZONE DISTRICT, a political subdivision of the State of Washington (hereinafter "District"),

WITNESSETH:

IT IS HEREBY COVENANTED AND AGREED as follows:

1. This Agreement commences on April 1, 2024, and persists indefinitely until notice is given as specified in paragraph 11 below. No separate entity is created via this Agreement. Its purpose is to facilitate expeditious and cost-effective work by the District that is of countywide benefit. No special financing arrangement or budget will be made for this Agreement. Per RCW 39.34.040, this Agreement shall be listed by subject on the Participants' websites.

2. In the event the District requests the Lewis County Department of Public Works ("Department") perform work of the manner described below and guarantees reimbursement to the Department for all work done, the Department will, upon completion of a fully executed Reimbursable Work Order, perform all necessary professional services providing such work for the District or areas in which the District has legal authority to perform the following work:
 - A. Real Property Title Review
 - B. Real Property Appraisal
 - C. Real Property Appraisal Review
 - D. Surveying Services

3. Each and every work request shall be made on a fully completed and signed Reimbursable Work Order (sample attached) and according to the following steps:
 - a) The District requests an estimate for reimbursable work from the Department by submitting a reimbursable work order.

- b) The Department's Real Estate Services Manager and/or County Surveyor will provide estimated cost and availability of resources to perform the work.
 - c) The District Administrator approves expenditure of District's funds to complete the work as described based upon the scope of work provided by the Department.
 - d) The Department Director approves such Reimbursable Work Orders up to \$10,000 and with an annual aggregate limit of \$50,000. Reimbursable Work Orders in excess of these amounts must be performed under a separate Interlocal Agreement approved by the Board of County Commissioners.
 - e) The District Administrator will submit the Reimbursable Work Order to the Department for processing upon completion of all work agreed to be performed.
4. The District hereby agrees to reimburse the Department for all work done based upon the actual cost of labor, materials, and travel, plus an administrative fee of 5% thereof. The estimated total dollar amount of all work performed by the Department for the District under this agreement shall not exceed \$10,000 per work order nor an annual aggregate amount of \$50,000.
5. The District certifies and warrants it has the legal authority to accomplish the work with its own forces at the location specified in the Reimbursable Work Order but in fact has insufficient licensed personnel and equipment to accomplish said work.
6. It is understood and agreed the time for and hours of performance of reimbursable work is at the Department's discretion and all reimbursable work as provided for hereto shall be accomplished only, and if, such work does not interrupt or interfere with the Department's regularly scheduled activities.
7. It is understood and agreed between the parties hereto that the District agrees to protect, defend, indemnify, and hold harmless the County, 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 by the County, except insofar as any obligation or responsibility is imposed upon the County by statute. The District has negotiated and expressly waives any immunity that may be granted under the Washington Industrial Insurance Act.

8. The District certifies and warrants the District Administrator has the authority to enter a reimbursable work order and to bind the District thereby.
9. The District hereby confers on the Department the authority to perform the categories of work listed in paragraph one within the District's jurisdictional limits for the purposes of carrying out this Agreement.
10. The Department is a contractor of services only and does not purport to represent the District professionally other than in providing the services requested by the District. As an independent contractor, the county shall control personnel standards of performance, discipline, and all other aspects of performance, including that of the dedicated staff.
11. This Agreement will remain in effect until one of the two parties gives written notice to cancel or renegotiate the terms of the agreement.
12. This agreement is made in Lewis County, Washington. It shall be construed, interpreted, and governed in accordance with the laws of the State of Washington, without reference to its choice of law principles. Any action to enforce any rights or obligations created by this agreement or to construe this agreement shall be brought exclusively in the courts of the State of Washington in and for the County of Lewis.
13. If any provision of this Agreement is found to be invalid or contrary to law or public policy or is declared null and void by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect and binding upon the parties.

14. This Agreement may not be amended nor modified except by mutual written agreement.
15. This Agreement has been mutually negotiated and prepared, and shall not be construed or interpreted adversely to any Party.
16. Each party agrees to cooperate with and assist the other party to fulfill its obligations under the Washington Public Records Act (chapter 42.56 of the Revised Code of Washington) concerning any request made to a party for records possessed by either party concerning or relating to this agreement. Such cooperation will include, without limitation, timely and fully responding and providing documents and records in response to a party's request for records from the other party. The obligations created by this section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

[Signatures appear on the following page.]

