

BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON

RESOLUTION NO. 2021 - 045

**Resolution to Authorize the Chairman's Signature on an Interlocal Agreement Between
Kittitas County Flood Control Zone District and City of Ellensburg**

WHEREAS: The Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington ("RCW"), provides for public agencies to enter into agreements for joint or cooperative action authorized under that chapter; and

WHEREAS: Kittitas County established a County-Wide Flood Control Zone District pursuant to Chapter 86.15 RCW for the purpose of addressing flood management needs within county; and

WHEREAS: RCW 86.15.080(8) provides for flood control zone districts to enter into cooperative agreements with any political subdivision; and

WHEREAS: The City of Ellensburg is undertaking the Reecer Creek Flood Hazard Reduction and Floodplain Restoration Project; and

WHEREAS: Flood Control Zone Districts can provide grant funds to political subdivisions of the state that are located within the boundaries of the zone, so long as the use of the grant funds is within the purposes authorized under Chapter 86.15 RCW; and

WHEREAS: The Kittitas County Flood Control Zone District has included a total of \$1,000,000 in funding for the Reecer Creek Flood Hazard Reduction and Floodplain Restoration Project in its 2020 and 2021 annual budgets; and

WHEREAS: Kittitas County Flood Control Zone District and the City of Ellensburg desire to allocate a portion of the funding (\$111,637) to conduct Reecer Creek Floodplain Mapping and Levee Certification Support Services in support of the Reecer Creek Flood Hazard Reduction and Floodplain Restoration Project;

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners, in the best interest of the public, does hereby authorize the Chairman's signature on an Interlocal Agreement between Kittitas County Flood Control Zone District and City of Ellensburg providing \$111,637 in design support for the Reecer Creek Flood Hazard Reduction project.

DATED this 16th day March 2021, at Ellensburg, Washington.

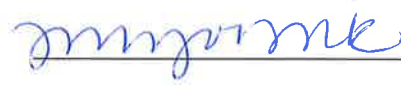
BOARD OF COUNTY COMMISSIONERS
KITITAS COUNTY, WASHINGTON



Attest:

Clerk of the Board- Julie Kjorsvik

Deputy Clerk of the Board- Mandy Buchholz





Brett Wachsmith, Chairman



Laura Osiadacz, Vice-Chairman



Cory Wright, Commissioner

INTERLOCAL AGREEMENT BETWEEN KITTITAS COUNTY FLOOD CONTROL ZONE DISTRICT AND CITY OF ELLENSBURG

This Interlocal Agreement is made and entered into this 11th day of March, 2021, by and between the City of Ellensburg (hereinafter the "City") and Kittitas County through the Kittitas County Flood Control Zone District (hereinafter the "District").

RECITALS

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington ("RCW"), provides for public agencies to enter into agreements for joint or cooperative action authorized under that chapter; and

WHEREAS, Kittitas County established a County-Wide Flood Control Zone District pursuant to Chapter 86.15 RCW for the purpose of addressing flood management needs within the county; and

WHEREAS, RCW 86.15.080(8) provides for flood control zone districts to enter into cooperative agreements with any political subdivision; and

WHEREAS, the City of Ellensburg is undertaking the Reecer Creek Flood Hazard Reduction and Floodplain Restoration Project; and

WHEREAS, Flood Control Zone Districts can provide grant funds to political subdivisions of the state that are located within the boundaries of the zone, so long as the use of the grant funds is within the purposes authorized under Chapter 86.15 RCW; and

WHEREAS, the Kittitas County Flood Control Zone District has included a total of \$1,000,000 in funding for the Reecer Creek Flood Hazard Reduction and Floodplain Restoration Project in its 2020 and 2021 annual budgets; and

WHEREAS, the Kittitas County Flood Control Zone District and the City of Ellensburg desire to allocate a portion of the funding to conduct Reecer Creek Floodplain Mapping and Levee Certification Support Services in support of the Reecer Creek Flood Hazard Reduction and Floodplain Restoration Project;

NOW THEREFORE, it is agreed as follows:

TERMS

1. **Legal Basis.** This Agreement is entered into pursuant to Chapter 39.34 (the Interlocal Cooperation Act) and Chapter 86.15 RCW (Flood Control Zone Districts).
2. **Purpose.** The purpose of this agreement is for the District to grant the City funding up to \$111,637 to assist with its implementation of the scope of work identified in Appendix A and advance the Reecer Creek Flood Hazard Reduction and Floodplain Restoration Project.
3. **Term of Agreement.** The term of this Agreement shall be from its effective date through December 31, 2021 or as otherwise agreed to by the parties as provided in Section 14 or terminated as provided in Section 16.
4. **Payment.** Payment shall be made on a reimbursable basis for costs incurred by the City to complete the scope of work identified in Exhibit A (Amendment to Professional Services Agreement between Aspect Consulting LLC and the City of Ellensburg). Costs incurred before the effective date of this agreement are eligible for reimbursement. Payment for satisfactory performance shall not exceed this amount unless the parties mutually agree in writing to a higher amount.
5. **Billing Procedure.** The City shall submit invoices monthly. Invoices are to be sent to: Kittitas County Department of Public Works, 411 North Ruby Street, Suite 1, Ellensburg, WA 98926, Attn: Arden Thomas, and will be paid within thirty (30) days of receipt by the District. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within thirty (30) days after the expiration date or termination of the Agreement, whichever is earlier.
6. **Contract Management.** The Agreement Administrator for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Agreement Administrator for the City of Ellensburg is: Mr. Jon Morrow, 501 North Anderson Street, Ellensburg, WA 98926. Telephone: 509-962-7007.


The Agreement Administrator for the District is: Ms. Arden Thomas, 411 North Ruby Street, Suite 1, Ellensburg, WA 98926. Telephone: 509-962-7523.

7. **Maintenance of Record.** Each party hereto agrees to maintain books, records and documents using accounting procedures which accurately reflect all direct and indirect costs related to the performance of services described herein. Each party may examine the other party's books and records to verify the accuracy of invoices. Each party's fiscal management system shall include the capability to provide accurate and complete disclosure of all costs invoiced under this Agreement. All books, records, documents and other materials relevant to this agreement will be retained for six years after expiration of the Agreement, and the Office of the State Auditor and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.
8. **Indemnification.** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions, or those of its officers, agents or employees to the fullest extent provided by the law, and further agrees to save, indemnify, defend and hold harmless the other party from any and such liability arising out of the performance of this Agreement. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of the negligence attributable to each party. This indemnification paragraph shall survive the termination of this Agreement.
9. **Assignment.** This Agreement cannot be assigned, transferred or any portion subcontracted by either party hereto without the prior written consent of the other party, which consent shall not be reasonably withheld.
10. **Future Support.** Neither party to this Agreement makes any commitment to future support and assumes no obligation for future support of any activity contracted for herein, except as may be expressly set forth in this Agreement.
11. **Compliance with Laws.** Each party hereto, in its performance of this Agreement, agrees to comply with all applicable local, State and Federal laws and ordinances.
12. **Relationship of the Parties.** In the performance of the work herein contemplated (Exhibit A), the party performing the work is an independent contractor with the authority to control and direct the performance of the details of the work; however, the work contemplated herein shall be subject to the general rights of inspection and review of the party requesting the work be done, to secure the satisfactory completion thereof.

13. **Jurisdiction.** Any legal dispute between the parties to this Agreement shall be governed by the laws of the State of Washington, and any action to enforce this Agreement shall be brought in Kittitas County, Washington.
14. **Modification.** The provisions of this Agreement may be modified or amended only by written mutual agreement of the parties, executed by personnel authorized to bind each of the parties.
15. **Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.
16. **Termination.** This Agreement shall remain in full force and effect until terminated on December 31, 2021, by mutual written agreement of the parties, or by written notice of termination given by one party to the other at least thirty (30) days prior to the date of such termination.
17. **Agreement Not for Benefit of Third Parties.** This Agreement is entered into solely for the benefit of the parties hereto and vests no rights in, or is it enforceable by, any third parties.
18. **Severability.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
19. **Filing.** This Agreement shall be filed with the Kittitas County Auditor, or, alternatively, listed by subject on each or either party's website or other electronically retrievable public source pursuant to Revised Code of Washington 39.34.040.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

CITY OF ELLENSBURG



John Akers, City Manager

KITTITAS COUNTY



Brett Wachsmith, Chairman

Attest:



Betty Leades
City Clerk


Attest:



Clerk of the Board

The seal is circular with a double-line border. The outer ring contains the text "COUNTY COMMISSIONER" at the top and "KITTITAS COUNTY WASHINGTON" at the bottom. The inner circle contains a signature.

Approved as to Form:



City Attorney

EXHIBIT A

Amendment to Professional Services Agreement
Between Aspect Consulting, LLC and the City of Ellensburg



Amendment to Professional Services Agreement

Amendment No.: 1	Project No.: 200064	Date: July 6, 2020
Client: City of Ellensburg		
Project Name: Reecer Creek Floodplain Mapping and Levee Certification Support Services		


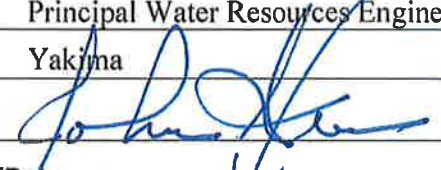
Description of Amendment	Cost
<p>Aspect Consulting, LLC (Aspect) is providing this Amendment No. 1 in order to continue providing on-call Reecer Creek floodplain mapping and levee certification support services to the City of Ellensburg (Client). To date, Aspect’s project work has included:</p> <ul style="list-style-type: none"> • Reviewed flood mapping products from the County’s consultant (WSE). • Reviewed FEMA levee certification guidance, USCOE levee design standards, and FEMA levee freeboard reduction request guidance. • Developed a levee certification strategy for discussion with the City and the County’s floodplain mapping consultant, WSE. • Held a conference call with WSE to review their flood mapping products, Aspects design products, the levee certification strategy, and data sharing and coordination goals. • Held a conference call with the City to discuss the levee certification strategy, the WSE meeting, and recommended next steps. • Transferred Aspect’s Reecer Creek project data to WSE for updated modeling. • Prepared a memo summarizing work conducted, coordination with WSE, levee certification strategy, and recommended next steps. • Continued to coordinate with WSE on the status of additional modeling. • Researched HPA regulations for work above the OHWL. • Held a conference call with the City to refine the levee certification strategy, particularly related to the I-90 tie-in. • Reviewed information regarding the I-90 levee tie-in vicinity, the I-90 bridge, and the City’s path through the bridge. • Researched Corps standards for levee-floodwall transitions. • Developed I-90 levee-floodwall tie-in schematics for discussion with the City. • Held a conference call with the City to discuss meeting with the County FCZD and likely future tasks necessary to obtain levee certification. • Scheduled another conference call with WSE (for June 29th). <p>This amendment revises Section 5 and Exhibit D of the Professional Services Agreement between Aspect and the City (dated February 7th, 2020) to provide additional funding for Aspect to continue services as described in Task 1 of Exhibit A of the agreement. Expected services under this amendment include: additional conference calls/meetings with the City, County, and WSE; reviewing and commenting on WSE modeling products; additional coordination with FEMA; development of additional levee/road/swale modification concepts; and other related work.</p>	<p>Amendment No. 1 Cost: \$15,000</p> <p>Total Revised Agreement Section 5 and Exhibit D Cost: \$30,000</p> <p>Amendment No. 1 Services Will Be Billed on a Time and Materials Basis according to the Rate Schedule included as Exhibit C with the original Agreement.</p>

Bainbridge Island Office:	350 Madison Avenue North, Bainbridge Island, WA 98110	(206) 780-9370
Bellingham Office:	907 Harris Avenue, Suite 301, Bellingham, WA 98225	(360) 746-8964
Seattle Office:	401 Second Avenue S, Suite 201, Seattle, WA 98104	(206) 328-7443
Wenatchee Office:	23 South Mission Avenue, Suite C, Wenatchee, WA 98801	(509) 888-5766
Yakima Office:	123 East Yakima Avenue, Suite 200, Yakima, WA 98901	(509) 895-5957

Amendment No. 1
Project No. 20064

Assumptions: *The effort involved to continue Task 1 is uncertain, therefore Aspect's work will be conducted on a flexible time and materials basis not to exceed the total amended budget without City approval.*

This change amends the agreement between Aspect Consulting, LLC & the City of Ellensburg dated February 7th, 2020. Except as amended above, all terms and conditions of the agreement apply to this contract change.

ASPECT CONSULTING, LLC <i>a limited liability company</i>	By: 
	Printed Name: John Knutson, PE Principal Water Resources Engineer
	Office: Yakima
CLIENT	By: 
	Printed Name/Date: JOHN AKERS 7-10-2020