

**RESOLUTION NO. 1321**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT TO SHARE COSTS OF FLOOD CONTROL ZONE DISTRICT CONSULTANT WITH COLUMBIA COUNTY**

**WHEREAS**, the City and County are public agencies, as defined by Chapter 39.34 RCW, and are authorized to enter into interlocal agreements on the basis of mutual advantage and thereby provide services and facilities in the manner and pursuant to forms of government organizations that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

**WHEREAS**, the City desires to cooperatively create a county-wide flood control zone district with Columbia County, Washington, pursuant to RCW 86.15; and

**WHEREAS**, the City agrees with Columbia County Commissioners that a consultant's professional services are necessary in order to establish an effective flood control zone district; and

**WHEREAS**, Columbia County Commissioners are willing to partner with the City in establishing a flood control zone district; and

**WHEREAS**, Perteet, Inc., has been selected to provide consulting professional services in the effort to establish a county-wide flood control zone district.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DAYTON, WASHINGTON, HEREBY RESOLVES** as follows:

**Section 1.** That the Mayor is hereby authorized to execute on behalf of the City of Dayton an Interlocal Agreement to share costs of flood control zone district consultant with Columbia County in the form attached hereto as Exhibit "A."

**Section 2.** That the Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

**Section 3.** That this resolution shall take effect and be in full force upon passage and signatures hereon.

Dated and signed this 30<sup>TH</sup> day of August, 2017.

**CITY OF DAYTON**



\_\_\_\_\_  
Craig George, Mayor

Attest:



\_\_\_\_\_  
Trina Cole, City Clerk-Treasurer

## **Memorandum of Agreement**

### **Between the City of Dayton, Washington and Columbia County Washington to Share Costs of Flood Control Zone Consultant**

#### **Parties**

This Memorandum of Agreement (“MOA”) is entered between the City of Dayton, Washington (“City”) and Columbia County, Washington (referred to collectively as the “Parties”).

#### **Purpose, Objective and Scope**

This MOA outlines the mutual agreement between the Parties for the sharing of costs and responsibilities related to professional consultant services provided to the parties by Perteet, Inc. (“Consultant”), in support of a joint effort by the Parties to establish a county-wide flood control zone district in Columbia County, Washington, pursuant to RCW 86.15. The parties agree that the Consultant’s professional services are necessary in order to establish an effective flood control zone district throughout Columbia County, Washington. The Parties have the legal authority to enter into such cost-sharing beneficial relationship under the laws of Washington State; Chapter 39.34 RCW.

NOW, THEREFORE, the Parties acknowledge and agree to the following:

1. Approval of Consulting Agreement: A true and correct copy of the Consultant Agreement for Professional Services (“Consulting Agreement”) entered between the Consultant and the County is attached to this MOA as “Addendum 1.” The City has reviewed the Consulting Agreement and approves of all its terms. The Parties agree to share equally the fees and costs associated with the services provided by the Consultant pursuant to the Consulting Agreement. The Parties agree that the City reimburse the County for one half of actual expenses incurred by the County pursuant to the Consulting Agreement, not to exceed Twelve Thousand Two Hundred Dollars (\$12,200.00) towards the cost of services rendered by the Consultant unless the County has obtained prior approval from the City of the services rendered by the Consultant upon which any additional cost/expense is based, except that, should the City, or any of the City’s employees, representatives, or agents cause the County and/or Perteet to incur expenses above and beyond \$24,400.00 in performance of the Consulting Agreement services without prior written agreement by the County addressing such additional costs/services, the City shall be solely responsible for said additional costs demanded by Perteet.
2. Payment/Reimbursement. The City shall make payment upon receipt of the County’s invoicing which shall coincide with Perteet’s invoicing to the County.
3. Sharing of Information: The Parties agrees that all correspondence between their employees or agents and employees or agents of the Consultant pertaining to the Consulting Agreement shall promptly be provided to the other party hereto without the

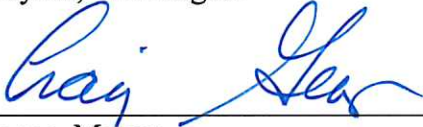


other party being obligated to request a copy of said correspondence. The Parties agree, the extent permitted by law to fully share all information provided to, or received from, the Consultant pertaining to the performance or administration of the Consulting Agreement.

4. This Agreement in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.
5. The City agrees that entering into this Agreement does not directly or indirectly convey the County's endorsement of Perteet's services, products, or activities and the City shall not directly or indirectly make any such conveyances.
6. The County agrees that any overpayment to Perteet shall become a debt to the County and the County will, within its reasonable discretion, seek refund or payment of said debt and will remit as appropriate to the City any portion of the overpayment due and owing the City, or reduce any future payment made to Perteet by the overpayment amount.
7. Termination: This agreement may be terminated by mutual agreement of the Parties, or by 30 days written notification by one Party to the other Party. In the event of termination without mutual agreement, the City shall be obligated to pay for ½ of all services rendered by Perteet up to termination and shall pay any and all expenses incurred by the County due to the termination. Such termination payment, inclusive of all payments made by the City to the County up to the date of termination shall not exceed \$12,200.00 in total.
8. Signatures: This MOA may be executed in counterpart and faxed or emailed signatures will be binding.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY. CONTINUE TO  
FOLLOWING PAGE FOR SIGNATURES**

City of Dayton, Washington



Craig George, Mayor

8-30-2017

Date

Attested by:



Trina Cole, City Clerk-Treasurer

Columbia County, Washington

\_\_\_\_\_  
Norm J. Passmore, Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael A. Talbott, Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Merle D. Jackson, Commissioner

\_\_\_\_\_  
Date

Exhibit "A"  
Scope of Services  
Prepared by Perteet, Inc.

**Columbia County Flood Control Zone District Formation**

**INTRODUCTION**

The City of Dayton and Columbia County has requested Perteet (CONSULTANT) to provide services in support of a joint effort by the City of Dayton and Columbia County to establish a Countywide Flood Control Zone District. Perteet will provide professional services to include research, scheduling, and preparation of appropriate documentation to the Columbia County Board of County Commissioners and the City of Dayton City Council to support the work associated with the formation of a Countywide Flood Control Zone District according to RCW 86.15 by January 31, 2018.

**Task 1 – Project Management**

The CONSULTANT will provide the overall project management and planning effort coordination. As the first order of work, the CONSULTANT will schedule a kickoff meeting and develop a project work plan which will include:

- Project Work Plan with key contacts, project stakeholders, and team responsibilities
- Project Budget
- Project Schedule

A draft of the project work plan will be handed out to the project team at the kickoff meeting.

As part of the project, the CONSULTANT will prepare monthly progress reports that describe the work items that were accomplished during a given month, as well as a forecast of work to be completed over the following month. The monthly progress reports will also identify other issues or problems that may occur in any given month. The CONSULTANT will submit these monthly progress reports to the County's Project Manager with the monthly invoices. The CONSULTANT Project Manager will notify the County's Project Manager, in writing (memo format), of scope and/or budgetary issues that are inconsistent with this Scope of Work.

**Assumptions:**

- The project kickoff meeting will be held in Dayton, Washington.
- The project will be completed in approximately six (6) months.

**Deliverables:**

- Kickoff meeting agenda and minutes
- Work plan (PDF)
- Project schedule (PDF)
- Project meeting agenda and minutes

## **Task 2 – Planning Services**

### **Task 2.1 – Attend Planning Team Meetings**

The CONSULTANT will attend the monthly Team meetings as necessary. The CONSULTANT will utilize these meetings as a method of providing frequent updates to the planning team and gathering input necessary for the planning project. Telephone or video conference calls may be used. The CONSULTANT will also be required to attend up to three critical path public meetings as directed by the CLIENT.

### **Task 2.2 – Develop legislative process schedule**

The CONSULTANT will provide for developing the legislative process schedule which will include forms, information transfer, and briefing responsibilities. These scheduled processes will follow the prescribed methods discussed in RCW 86.15. The CONSULTANT will facilitate a discussion with the planning team to determine the best method for inclusion to various Board or Council agendas.

#### **Deliverables**

- Legislative Process Schedule in MS Project Form
- County and City formal legislative materials as needed

### **Task 2.4 – Prepare a Countywide Flood Control Zone District work plan**

The CONSULTANT will prepare a Work Plan for the FCZD. This work plan will serve as the information needed to present to the public as formation of the FCZD is considered. The Project Team will approve the Work Plan as part of the overall public outreach program

#### **Deliverables**

- Annual Flood Control Zone District Work Plan



### Exhibit "B"

Project	Columbia County - Flood Control Zone District Formation Consultation	Contract Start Date	9/1/2017	Last Update date	6/29/2017
Client	Columbia County	Contract End Date	12/31/2018	Perteeet Project No.	20150261.000
PM	Kirk Holmes	Contract Duration:	15 Months		

Task	Billing Rate	Sr. Associate	Planner II	Accountant	Total Hours	Labor Dollars
		\$190.00	\$105.00	\$90.00		
Project Management			32.00	17.00	49.00	\$4,890.00
<b>Total Project Management</b>		<b>0.00</b>	<b>32.00</b>	<b>17.00</b>	<b>49.00</b>	<b>\$4,890.00</b>
Planning Services		20.00	120.00		140.00	\$16,400.00
<b>Total Planning Services</b>		<b>20.00</b>	<b>120.00</b>	<b>0.00</b>	<b>140.00</b>	<b>\$16,400.00</b>
Expenses						
<b>Total Expenses</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>\$0.00</b>
<b>Total Hours</b>		<b>20.00</b>	<b>152.00</b>	<b>17.00</b>	<b>189.00</b>	
<b>Total Dollars</b>		<b>\$3,800.00</b>	<b>\$15,960.00</b>	<b>\$1,530.00</b>		<b>\$21,290.00</b>

<b>Expenses:</b>	
Mileage - \$ \$35	3,111
<b>Totals:</b>	<b>3,111</b>

<b>SUMMARY</b>	
Labor	\$21,290.00
Expenses	\$3,111.00
Subconsultants	\$0.00
<b>CONTRACT TOTAL</b>	<b>\$24,401.00</b>



**PERTEET, INC.**  
***Standard Provisions***

All professional services provided by Perteet, Inc. ("CONSULTANT") are subject to the terms and conditions set forth in this Agreement and any written modifications to this Agreement and signed by both CONSULTANT and CLIENT.

1. Signing this form shall be construed as authorization by CLIENT for CONSULTANT to proceed with the services, unless otherwise provided for in the Agreement.
2. CONSULTANT'S Direct expenses shall be those costs incurred on or directly for the CLIENT'S project. Direct expenses shall be billed in accordance with the fee schedule attached to this Agreement.
3. Construction cost estimates provided by CONSULTANT will be prepared on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.
4. CONSULTANT shall be responsible, to the level of competency presently maintained by other practicing professional engineers and surveyors providing the same type of services in CLIENT'S community, for the professional and technical soundness, accuracy and adequacy of all designs, drawings, specifications, and other services and materials furnished under this Agreement. CONSULTANT makes no other warranty, express or implied.
5. All reports, PS&E materials, and other data, furnished to the CONSULTANT by the CLIENT shall be returned. All designs, drawings, specifications, and other work products prepared by the CONSULTANT prior to completion or termination of this Agreement are instruments of service for this project and are property of the CLIENT. Reuse by the CLIENT or by others acting through or on behalf of the CLIENT of any such instruments of service, not occurring as a part of this project, shall be without liability or legal exposure to the CONSULTANT.
6. Limitation of Liability. CLIENT agrees to require CONSULTANT be named as an additional insured for all insurance policies carried by contractors, subcontractors, and suppliers on which CLIENT has been or will be named as an additional insured. Regardless of the presence or absence of insurance coverage, CONSULTANT shall not be liable for loss or damage occasioned by delays beyond CONSULTANT's control, or for loss of earnings, loss of use, or other incidental or consequential damages suffered by CLIENT or others, however caused. CONSULTANT's liability to CLIENT shall be limited as follows: (a) for insured liabilities, to the amount of insurance then available to fund any settlement, award or verdict; (b) for uninsured liabilities, to 50 percent (50%) of the fee earned by CONSULTANT under this Agreement. This Limitation of Liability was negotiated by CLIENT and CONSULTANT. CLIENT expressly agrees to this Limitation of Liability.
7. Either CLIENT or CONSULTANT may terminate this Agreement by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay CONSULTANT in full for all services previously authorized and performed prior to the effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.
8. In the event legal action is brought by CLIENT or CONSULTANT against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court. The venue of any legal action shall be Snohomish County, Washington.
9. Monthly invoices will be issued by CONSULTANT for all services performed under the terms of this Agreement. Invoices are due and payable upon receipt. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the "Scope of Work".
10. Washington State Sales Tax, if required by law, is not included in the total price and will be an additional charge.

**PERTEET, INC.**  
*Schedule of 2017 Billing Rates*

<u>Engineering, Planning and Environmental Classifications</u>	<u>2017 Hourly Rate</u>
Principal	225.00
Senior Associate	195.00
Senior Engineer/Manager	180.00
Lead Engineer/Manager	160.00
Specifications Writer	160.00
Engineer III	130.00
Engineer II	110.00
Engineer I	95.00
Senior Planner/Manager	160.00
Lead Planner/Manager	140.00
Program Support Specialist III	115.00
Program Support Specialist II	105.00
Program Support Specialist I	80.00
Planner III	115.00
Planner II	105.00
Planner I	80.00
Senior Ecologist/Manager	160.00
Lead Ecologist/Manager	140.00
Ecologist III	115.00
Ecologist II	100.00
Ecologist I	80.00
Lead Technician/Designer	110.00
Technician III	95.00
Technician II	80.00
Technician I	70.00
Contract Administrator	95.00
Accountant	90.00
Graphics Specialist	90.00
Clerical	75.00

**Expert Witness Rates:**

Consulting & Preparation Time	@ standard hourly rates
Court Proceedings & Depositions (4 hour minimum)	@ 1.5 times hourly rates



**PERTEET, INC.**  
*Schedule of 2017 Billing Rates*  
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**Direct Expenses**

	<b><u>Rate</u></b>
Living & travel expenses outside of service area	Cost plus 10 percent
Authorized Subconsultants	Cost plus 10 percent
Outside Services (printing, traffic counts, etc.)	Cost plus 10 percent
CADD Station	\$10.00 per hour
Project Controls / Primavera	\$10.00 per hour
GIS / Traffic Modeling	\$15.00 per hour
Color Copies	\$.80 each
Mileage	@ current federal rate

**Survey Classifications**

	<b><u>2017 Hourly Rate</u></b>
Principal Surveyor	185.00
Survey Manager	145.00
Professional Land Surveyor II	125.00
Professional Land Surveyor I	115.00
Office Technician	100.00
Field Technician III	95.00
Field Technician II	85.00
Field Technician I	65.00
One Person Survey Crew	95.00
Two Person Survey Crew	175.00
Three Person Survey Crew	235.00

**Direct Survey Expenses**

	<b><u>Rate</u></b>
Dual Frequency GPS Receiver	\$150.00 per unit per day
Robotic Total Station Data Collection System	\$100.00 per day
Digital Level	\$50.00 per day
Laser Scanner	\$65.00 per hour
Survey monuments & cases	Cost plus 10 percent

**PERTEET, INC.**  
*Schedule of 2017 Billing Rates*  
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<b><u>Construction Classifications</u></b>	<b><u>2017 Hourly Rate</u></b>
Construction Engineering Supervisor	175.00
Construction Engineering Manager	165.00
Construction Manager	120.00
Assistant Construction Manager	120.00
Construction Engineer III	125.00
Construction Engineer II	110.00
Construction Engineer I	85.00
Senior Construction Observer	120.00
Construction Observer II	80.00
Construction Observer I	70.00
Senior Construction Technician	105.00
Construction Technician III	100.00
Construction Technician II	90.00
Construction Technician I	75.00