

**INTERAGENCY AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
OFFICE OF FINANCIAL MANAGEMENT
AND
THE CITY OF ABERDEEN**

PARTIES TO THE AGREEMENT

This Interagency Agreement is made and entered into by and between the Office of Financial Management, hereinafter referred to as "OFM", and the City of Aberdeen, hereinafter referred to as "CITY", pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE

The purpose of this Agreement is to reimburse the CITY for costs incurred by it in the selection of and payment to a consultant for services provided by that consultant to do preliminary design work on the Southside Dike/Levee Certification.

PERIOD OF PERFORMANCE

This Agreement shall become effective on November 16, 2012, and will expire on June 30, 2013, unless terminated sooner or extended as provided herein.

STATEMENT OF WORK

The CITY shall engage a consultant with the expertise required to do preliminary design work on the Southside Dike/Levee Certification project.

COMPENSATION

OFM shall reimburse the CITY an amount not to exceed Fifty Thousand dollars (\$50,000.00) for the performance of all things necessary for, or incidental to, the work as set forth in the Statement of Work of this Agreement.

The CITY shall submit monthly requests for payment under this Agreement. Invoices shall include a description of the work done for the time period being invoiced and any back-up documents. Upon receipt and approval of the properly executed invoices, OFM will remit payment to the CITY in a total amount not to exceed the value of this Agreement.

Invoices shall be forwarded to the attention of Steve Lewandowski, the OFM Project Manager.

MANAGEMENT

The Program Manager 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 contract.

The Program Manager for OFM is Steve Lewandowski, PO Box 43113, Olympia, WA 98504-3113; Phone: 360/902.0384; e-mail: steve.lewandowski@ofm.wa.gov

The Program Manager for the CITY is Larry Bledsoe, 200 East Market Street, Aberdeen, WA 98520; Phone 360/537.3228; e-mail lbledsoe@aberdeenwa.gov

DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from OFM, one representative from the CITY, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing.

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 or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified, or amended by written agreement executed by both parties.

EXECUTION

We, the undersigned, agree to the terms of the foregoing Agreement.

CITY OF ABERDEEN

Beep Simpson
Signature

Mayor 12-14-12
Title Date

OFFICE OF FINANCIAL MANAGEMENT

Bonnie Lindstrom
Bonnie Lindstrom, Contracts Coordinator

12.20.2012
Date