

11/24/15  
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**INTERAGENCY AGREEMENT**  
**BETWEEN**  
**THE STATE OF WASHINGTON**  
**RECREATION AND CONSERVATION OFFICE**  
**AND**  
**CITY OF ABERDEEN**

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

**PURPOSE**

The purpose of this Agreement is to reimburse the City of Aberdeen 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. The services are related to flood hazard reduction in the Chehalis Basin and support of the Chehalis River Basin Flood Authority.

**PERIOD OF PERFORMANCE**

This Agreement is effective as of **July 1, 2014**, and will expire on **June 30, 2017**, except as clarified in this term below and/or unless terminated sooner or extended as provided herein.

**STATEMENT OF WORK**

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

**COMPENSATION**

RCO shall reimburse the City of Aberdeen, an amount not to exceed Fifteen Thousand Eight Hundred Sixty Three Dollars (**\$15,863**), 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 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.

## BILLING AND PAYMENT

RCO will pay the City of Aberdeen upon satisfactory acceptance of services 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. The City of Aberdeen shall also include adequate supporting documentation and include a reference to RCO Interagency Agreement Number 15-1551. If expenses are invoiced, the City of Aberdeen shall provide a detailed breakdown of each type.

Invoices must be submitted electronically using PRISM online. Information is available on RCO's website located at [http://www.rco.wa.gov/doc\\_pages/reimbursement.shtml](http://www.rco.wa.gov/doc_pages/reimbursement.shtml). Contact the agency at [ebilling@rco.wa.gov](mailto:ebilling@rco.wa.gov) with any questions.

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 the City of Aberdeen.

RCO may, in its sole discretion, terminate the contract or withhold payments claimed by the City of Aberdeen for services rendered if the City of Aberdeen 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 Aberdeen's representative shall be Rick Sangder, Deputy Director Public Works, 200 E. Market Street, 360-537-3241, [rsangder@aberdeenwa.gov](mailto:rsangder@aberdeenwa.gov) or his successor.

RCO's representative shall be Alice Rubin, PO Box 40917, Olympia, WA 98504-0917, 360-902-2635, [Alice.Rubin@rco.wa.gov](mailto:Alice.Rubin@rco.wa.gov) or her successor.

## DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from RCO, one representative from the City of Aberdeen, 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**

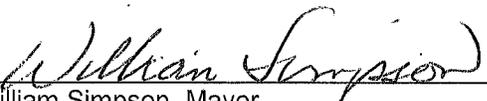
This Agreement may be waived, changed, modified, or amended only by written agreement executed by both parties hereto.

**EXECUTION**

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

**CITY OF ABERDEEN**

**STATE OF WASHINGTON  
RECREATION AND CONSERVATION OFFICE**

  
\_\_\_\_\_  
William Simpson, Mayor

  
\_\_\_\_\_  
Scott Robinson, Deputy Director

11-12-15  
Date

10/27/15  
Date

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RECREATION AND CONSERVATION OFFICE