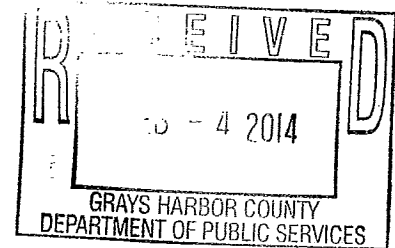


RECEIVED

JAN 30 2014

OFM DIRECTOR'S OFFICE

**INTERAGENCY AGREEMENT
BETWEEN
THE OFFICE OF FINANCIAL MANAGEMENT
AND
GRAYS HARBOR COUNTY**

**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 Grays Harbor County, hereinafter referred to as "County", pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE

The purpose of this Agreement is to provide funding to the County for work performed as part of the Chehalis River flood mitigation.

PERIOD OF PERFORMANCE

This Agreement shall become effective on October 1, 2013 and will expire on June 30, 2015, except as clarified in this term below and/or unless terminated sooner or extended as provided herein.

The execution of this Agreement shall constitute a ratification of that earlier verbal agreement between the parties, the terms and conditions of which are contained herein. Accordingly, the beginning date of performance under this Agreement shall be October 1, 2013, regardless of the date(s) of execution.

Funding for this project is appropriated through June 30, 2015. This agreement may be extended to include work in FY 2015 as needed and if funding is available.

TERMS, CONDITIONS, AND OBLIGATIONS

This Agreement establishes that OFM and the County shall comply with all terms, conditions, and obligations set forth in this Agreement.

STATEMENT OF WORK

The County shall engage a firm(s) with expertise in design and construction for the purpose of lengthening the overflow bridge at South Bank Road (formerly Wakefield Rd.) Milepost 16.9. and performing hydraulic modeling and alternative analysis. There are expected to be two elements of this project with the following deliverables:

Phase	Estimated Timeline	Deliverables
1 -Lengthening of overflow bridge. \$420,000	Complete bridge design and PS&E (bid package) by April 30, 2015.	Prepare plans, specification and estimate (bid documents) for lengthening the overflow bridge at South Bank Road (formerly Wakefield Rd.), milepost 16.9. The

		bridge will be lengthened 562 feet so that it has a total length of 900 feet. This project will reduce the 100 year event backwater by 1-2 feet at this location.
2 - Hydraulic modeling and alternative analysis. \$164,000	Complete river modeling and 60 percent of the bridge design by December 31, 2014	Perform hydraulic modeling and alternative analysis for Dunlap Road, South Bank Road, milepost 10.1 and milepost 10.6 (near Porter) to see if there is any feasible project to reduce flooding (including installation of culvert in Porter Creek).

BILLING AND PAYMENT

OFM will pay the County upon acceptance of services provided and receipt and approval of properly completed invoices, which shall be submitted to the Contract Manager not more frequently than monthly. Invoices shall be forwarded to the attention of Sandi Triggs at the Office of Financial Management, PO Box 43113, Olympia, Washington 98504-3113.

The invoices shall describe and document, to OFM's satisfaction, a description of the work provided, the applicable Phase category, and the corresponding fees. The invoice shall reference OFM's Agreement Number K1422.

Payment shall be considered timely if made by OFM within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the County on the invoices.

OFM may, at its sole discretion, terminate this Agreement or withhold payments claimed by the County for services rendered if the County fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by OFM.

COMPENSATION

OFM shall reimburse the County an amount not to exceed Five Hundred Eighty Four Thousand Dollars (\$584,000.00) for the performance of all things necessary for, or incidental to, the work as set forth in this Agreement.

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.

The County representative shall be Russ Esses, Road Engineer, Grays Harbor County, Public Services Road Division, 100 W Broadway, Suite 31, Montesano, WA 98563; Telephone: 360-249-4222, ext. 1648; email: resses@co.grays-harbor.wa.us or his successor.

OFM's representative shall be Sandi Triggs, PO Box 43113, Olympia, WA 98504-3113; Telephone: 360-902-0562; email: sandi.triggs@ofm.wa.gov or her successor.

DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from OFM, one representative from the County, 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

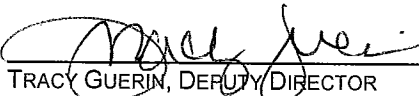
We, the undersigned, agree to the terms of the foregoing Agreement.

GRAYS HARBOR COUNTY



SIGNATURE
Chair
TITLE
01-27-14
DATE

OFFICE OF FINANCIAL MANAGEMENT



TRACY GUERIN, DEPUTY DIRECTOR
1-29-14
DATE