

**GCA 5884
INTERAGENCY AGREEMENT
BETWEEN
THE WASHINGTON STATE OFFICE OF FINANCIAL MANAGEMENT
AND THE WA STATE DEPARTMENT OF TRANSPORTATION**

PARTIES TO THE AGREEMENT

This Interlocal Agreement is made and entered into by and between the Office of Financial Management, hereinafter referred to as "OFM," and the Department of Transportation, hereinafter referred to as "WSDOT," pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE

The purpose of this Agreement is to provide funding to WSDOT for work performed relating to the US Army Corps of Engineers, Centralia Flood Damage Reduction Project Chehalis River, Washington and project coordination with the Chehalis Basin Flood Control Authority.

PERIOD OF PERFORMANCE

This Agreement shall become effective on July 1, 2008, and will expire on June 30, 2011, 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 July 1, 2008, regardless of the date(s) of execution.

Funding for this project is appropriated through June 30, 2009. The continuation of services beyond June 30, 2009 is, therefore, subject to reappropriation of funds by the Washington State Legislature. If such funds are not reappropriated, the end date of this Agreement will be June 30, 2009.

TERMS, CONDITIONS, AND OBLIGATIONS

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

STATEMENT OF WORK

WSDOT shall complete the following tasks:

Task 1. General Project Management: Pre-Construction Engineering Management on behalf of OFM. Act as "Non-Federal" sponsor for the US Army Corps of Engineers on the "Centralia Flood Damage Reduction Project Chehalis River, WA".

- 1. Work Product - Evaluation Phase:** As Co-Manager working with Laura Orr of the US Army Corps of Engineers (COE), or her successor, ensure that the obligations of local sponsor are carried out as specified in the Design Agreement and COE project

management plan. The initial evaluation phase will include updates of the project developed after the 1996 flood based on new information:

- The effect of the 2007 flood on the project developed after the 1996 flood
- The project hydraulic model update
- The project mitigation update
- The real-estate plan update
- The potential project benefits and costs recalculation
- Flood storage options for the upper Skookumchuck River
- Identification of areas within the community that were not provided full 100 year flood protection in the original plan.
- Identify viable solutions that are not eligible for inclusion in the federal project and refer them to the state and flood authority for further consideration.

Complete by: June 30, 2009

2. Work Product – Design Phase: As Co-Manager working with COE, provide oversight to the project contract plan development. Tasks include:

- Complete the planning and engineering of an approved project.
- Prepare construction contract documents.
- Prepare plans and materials for real estate acquisition.
- Prepare project cooperation, operating, and maintenance agreements.
- Coordinate environmental, historic preservation, permitting, utility relocation, and archeological recovery work.

Complete by: June 30, 2011

3. Work Product – Outreach and Coordination: Consult with basin governments and stakeholders, participate in public outreach, and respond to potential issues. Seek concurrence on the project proposal from the federal and state agencies and the flood authority in accordance with House Bill 3375. Provide updated information regarding the work performed by the COE and the Flood Authority to project teams and stakeholders listed below:

- Technical Team/Project Delivery Team
- Project Coordination/Design Team
- Project Boundary Stakeholders
- Executive Stakeholders
- Federal Policy Team

Work with technical experts within WSDOT to perform appropriate reviews of the COE re-evaluation work with respect to hydrology, hydraulics, right-of-way and highway infrastructure.

Facilitate open communication lines between the Flood Authority and the COE regarding potential solutions for the Corps to evaluate.

Complete by: June 30, 2011

Task 2. WSDOT 20- Year Highway System Plan

Work Product: Provide a list of funded and non-funded projects in the WSDOT 20-Year Highway System Plan to OFM and to the Department of Community Trade and Economic Development. Coordinate issues regarding Interstate access control, and commitments between WSDOT and FHWA.

Complete by: June 30, 2011

Task 3. Budget Management

Work Product: Provide quarterly reviews with OFM to ensure labor charges and billings are in accordance with state and federal guidelines. Manage scope, schedule, and budget of this agreement.

Complete by: June 30, 2011

Task 4. Design Visualization

Work Product: Aircraft-based, before and after, cut and paste images and video products of project components superimposed on existing conditions and features of interest. Aircraft-based, before and after, animated simulation videos and still images of flood levels and/or project components superimposed on existing conditions, Ground-based or boom truck-based images featuring before and after images of project components superimposed on individual properties or ground features of interest.

Complete by: June 30, 2011

COMPENSATION

OFM shall reimburse WSDOT an amount not to exceed Three Hundred Sixty-One Thousand One Hundred and Ten Dollars (\$361,110) 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 by WSDOT 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. Costs allowable under this Agreement are based on the following agreed budget.

TASK 1 - 4 BUDGET through June 30, 2009:

Staff (1.0 FTE @ 2 months plus 2.0 FTE @ 10 months)	\$220,000
Design Visualization	\$100,000
Travel	\$4,000
Equipment and Supplies	\$2,000
Sub Total	\$326,000
OH per RCW 39.34.130	\$35,110
TOTAL	\$361,110

- A. WSDOT shall be allowed to move amounts not to exceed ten percent of any object or expenditure total between objects: however, no change or transfer can be made that would have the effect of increasing the total budget. Budget changes in excess of this ten percent may be made only upon the written approval of both parties to this Agreement.
- B. Invoices shall be forwarded to the attention of Sandi Triggs at the Office of Financial Management, PO Box 43113, Olympia, Washington 98504-3113.

ADMINISTRATION

- A. 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.
- B. WSDOT's representative shall be John P. Donahue, Project Manager, WSDOT Olympic Region PO Box 47440, Olympia, WA 98504-7440; phone: 360-357-2788; email donahjo@wsdot.wa.gov; or his successor.
- C. OFM's representative shall be Sandi Triggs, PO Box 43113, Olympia, WA 98504-3113; phone: 360-902-3064; 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 WSDOT, 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. Each party shall be responsible for its own costs and agrees to share equally in any costs associated with the third party.

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 as of the date last signed by the parties below.

DEPARTMENT OF TRANSPORTATION

OFFICE OF FINANCIAL MANAGEMENT



Pasco Bakotich, State Design Engineer



Susan E. Johnsen, Contract Services Manager

10/13/2008

Date

10/15/08

Date