

INTERAGENCY AGREEMENT
BETWEEN
DEPARTMENT OF GENERAL ADMINISTRATION
AND
THURSTON COUNTY

This Agreement, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Department of General Administration, Division of Facilities, Engineering and Architectural Services, hereinafter referred to as "GA" and Thurston County, hereinafter referred to as Thurston County.

It is the purpose of this Agreement to provide project management counsel and advice for the value engineering, and constructability review for the construction of the new public work complex.

Now, therefore, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above named parties mutually agree to follows:

1. Statement of Work

GA shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work.

Project management counsel and advice shall include, but are not limited to the following:

- A. Value Engineering and Constructability Review:
 - 1. Provide project management counsel, advice and oversight as required.
Coordinate and attend design team meetings with consultant(s) and Thurston County.
 - 2. Utilize GA consultant selection process for value engineering and constructability review.
 - 3. Verify consultant invoices for accuracy before forwarding to the Thurston County for payment.
 - 4. Attend regular design and construction progress meetings, as needed.
- B. Commissioning Services shall be provided by General Administration's Energy Program via a separate Interagency Agreement.

2. Terms and Conditions

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text of this Agreement.

3. Period of Performance

Subject to its other provisions, the period of performance of this Agreement shall commence when this Agreement is properly signed and be completed on or before **December 31, 2010** unless terminated sooner or extended, as provided herein.

4. Consideration

Thurston County shall pay GA an amount not to exceed **\$6,840.00** for the performance of all things necessary, or incidental to, the work set forth in the Statement of Work associated with Value Engineering and Constructability Review of this Agreement. The cost of services was calculated based on an estimated four (4) hours per week at a rate of \$95 per hour for eighteen (18) weeks. Total costs shall not be increased except by an Amendment to this Agreement for this item of work.

Compensation for services provided by the contractor or consultant shall be paid directly to the contractor or consultant by Thurston County, after GA has reviewed, approved, and sent invoices to Thurston County for payment.

5. Billing Procedure

GA shall submit invoices to Thurston County monthly, on or before the 15th of the month, for three (3) consecutive months in the amount of **\$2,280.00** beginning with August, 2009. The invoice will indicate clearly that it is for the services rendered in performance under this Agreement and shall reflect the Agreement number.

GA shall invoice Thurston County for all services within 60 days of the termination of this Agreement.

The invoices shall be forwarded to the following:

Mariusz Kowalewski
Capital Project Manager
Thurston County, Central Services Department
2000 Lakeridge Drive SW, Bldg 1, Room 035
Olympia, WA 98502-6045

6. Payment Procedure

Thurston County will remit payment to GA within 30 days of receipt of a properly executed invoice.

7. Non-Discrimination

In the performance of this Agreement, GA shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 UC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and Chapter 49.60 RCW, as now or hereafter amended.

8. Records Maintenance

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All

books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

9. Contract Management

- a) Thurston County contract representative on this Agreement shall be:

Mark Neary
Central Services Director
Thurston County, Central Services Department
2000 Lakeridge Drive SW
Olympia, WA 98502-6045
Telephone: (360) 754-2974, Fax: (360) 786-5140, E-mail: nearym@co.thurston.wa.us

- b) Thurston County project management representative on this Agreement shall be:

Mariusz Kowalewski
Capital Project Manager
Thurston County, Central Services Department
2000 Lakeridge Drive SW
Olympia, WA 98502-6045
Telephone: (360) 754-2983, Fax: (360) 786-5140, E-mail: kowalem@co.thurston.wa.us

Mariusz Kowalewski, Capital Project Manager will be the contact person for all Thurston County communications regarding the conduct of work under this Agreement.

- c) GA's representative on this Agreement shall be:

Bob MacKenzie
Program Manager
Plant Operations Support, GA-WSU Team
PO Box 43165
Olympia, Washington 98504-3165
Telephone: (360) 956-2055, Cellular: (360) 239-0503, Fax: (360) 236-2055
bobmac@energy.wsu.edu

GA's representative shall be the contact person for all communications regarding conduct of work under this Agreement. GA's representative shall be responsible for monitoring the performance of this Agreement, fulfilling GA's responsibilities as addressed herein.

10. Hold Harmless

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

11. Agreement Alterations and Amendments

Thurston County and GA may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind Thurston County and GA or their respective delegates.

12. Termination

Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) days written notification. If this Agreement is so terminated, the parties 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.

13. Funding

If funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, Thurston County or GA may terminate the contract under the "Termination" clause, subject to renegotiation under those new funding limitations and conditions.

14. Disputes

In the event a dispute arises under this Agreement, a dispute board shall be created jointly by GA and Thurston County to resolve the dispute. The Dispute Board shall be created in the following manner: Thurston County shall appoint a member to the Dispute Board. The Director of GA shall appoint a member to the Dispute Board. Both executives shall jointly appoint a third member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless one of the parties requests intervention by the Governor as provided by RCW 43.17.330.

15. Order of Precedence

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a) Applicable state and federal statutes and rules;
- b) Terms and Conditions;

- c) Statement of Work, and
- d) Any other provisions of the Agreement, including materials incorporated by reference.

16. All Writings Contained Herein

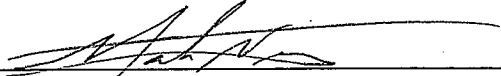
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

AUTHORIZATION TO PROCEED


Agreed to and signed by:

Thurston County

**Department of General Administration,
Division of Facilities,
Engineering & Architectural Services**



Signature



Signature

Mark Neary
Name

Bob MacKenzie
Name

Central Services Director
Title

Program Manager
Title

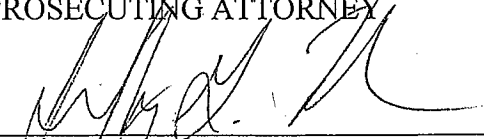
7/13/09
Date

7/15/09
Date

REVIEWED BY GA CFO 6/30/09

Approved as to Form:

EDWARD G. HOLM
PROSECUTING ATTORNEY



Jeff Fancher, Deputy Prosecuting Attorney

Pursuant to RCW 39.34.040 prior to its entry into force, an agreement made pursuant to this chapter shall be filed with the county auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source