

**INTERAGENCY AGREEMENT  
BETWEEN  
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (GCB-2700)  
AND  
THE PORT OF SEATTLE**

THIS AGREEMENT is made and entered into between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, referred to as WSDOT, and the PORT OF SEATTLE; collectively referred to as "Parties" and individually as "Party."

**RECITALS**

WHEREAS, WSDOT is currently conducting a disparity study designed to meet the legal and regulatory standards required for recipients of Federal Aviation Administration (FAA) funding to comply with the Disadvantaged Business Enterprise (DBE) program, 49 C.F.R Part 26; and

WHEREAS, the PORT OF SEATTLE has agreed to participate in the study and contribute financially to the study in the amount of Eighty Nine Thousand, Seven Hundred and Ten dollars (\$89,710) that will be used as match to a FAA grant for the WSDOT STATEWIDE AVIATION-BASED DBE PROGRAM DISPARITY STUDY;

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, Interlocal Cooperation Act, and Chapter 313, Laws of 2005, Sec. 206, an ACT relating to transportation funding and appropriations, the above recitals that are incorporated herein as if fully set forth below, in consideration of the terms and conditions contained herein, and the attached Exhibit A which is incorporated and made a part hereof, IT IS MUTUALLY AGREED THAT:

**1. STATEMENT OF WORK**

WSDOT, working in conjunction with Colette Holt & Associates, a consultant, will provide one or more recommendation(s) for setting overall DBE goals to meet the requirements of 49 C.F.R. Section 26.45 to airports' with approved DBE programs for its sub recipients.

WSDOT will provide research results with the PORT OF SEATTLE in a final study report that includes recommendations for a DBE goal methodology. The Scope of Services that Colette Holt & Associates will provide for the WSDOT STATEWIDE AVIATION-BASED DBE PROGRAM DISPARITY STUDY are detailed under Exhibit A. WSDOT will provide all deliverables, including the final Disparity Study to the PORT OF SEATTLE, which the PORT OF SEATTLE will retain a non-exclusive, irrevocable, unlimited, royalty-free license to use, reproduce, have access to, distribute, or otherwise use for any purpose, notwithstanding the existence of any copyright, trademark, or other intellectual property designation. Additionally, WSDOT will provide the PORT OF SEATTLE a draft copy of the study so that they can review and provide comments on minor corrections that do not affect the overall recommendations of the consultant.

**2. PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this AGREEMENT shall begin upon final execution of this document by both Parties and will be completed by August 31, 2019, unless terminated sooner as provided herein.

**3. PAYMENT FOR SERVICES**

The PORT OF SEATTLE, in consideration of faithful performance of the work to be done by WSDOT's consultant, agrees to reimburse WSDOT for a portion of the actual consultant costs, as billed to WSDOT, associated with the work as outlined in Exhibit A, subject to the monetary limitation of up to Eighty Nine Thousand Seven Hundred ten Dollars (\$89,710). WSDOT shall submit a periodic billing statement with support materials of consultant efforts per each deliverable to the PORT OF SEATTLE Executive Director for approval and payment, but not more frequent than monthly. WSDOT shall submit a final billing for services rendered to the PORT OF SEATTLE no later than the 30 days after completion of work. The PORT OF SEATTLE agrees to pay all approved invoices within thirty (30) calendar days from date received. If billing is disputed for any reason, the PORT OF SEATTLE will promptly notify WSDOT and the PORT OF SEATTLE will pay any undisputed amount.

#### **4. RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) 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 (OSA), 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 and OSA, 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. If any litigation, claim, or audit is commenced, the records, along with supporting documentation, shall be retained until all litigation; claim or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period.

#### **5. INDEMNIFICATION**

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." In the event of a claim for damages of any nature whatsoever arising out of the performance of this Agreement caused by the concurrent actions of the parties, their officers, officials, employees and/or agents, each Party shall provide its own defense and be liable for damages (to both persons and/or property) costs, fees or other amounts only to the extent of its individual actions that are the basis for the imposition of liability or damages.

#### **6. AGREEMENT ALTERATIONS AND AMENDMENTS**

The PORT OF SEATTLE and WSDOT may mutually amend this AGREEMENT. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the Parties.

#### **7. TERMINATION FOR DEFAULT**

Except as otherwise provided in this AGREEMENT, either Party may terminate this AGREEMENT for default of payment upon thirty (30) days' written notification. If this AGREEMENT is so terminated, the terminating Party shall be liable only for performance in accordance with the terms of this AGREEMENT for performance rendered prior to the effective date of termination.

#### **8. SAVINGS**

In the event funding is withdrawn, reduced, or limited in any way after the effective date of this AGREEMENT and prior to normal completion, the PORT OF SEATTLE may terminate the AGREEMENT under the TERMINATION clause, subject to renegotiation under those new funding limitations and conditions.

#### **9. DISPUTES**

Disputes arising under this AGREEMENT will be resolved by negotiation between the Parties. In the event that a dispute arises under this Agreement that cannot be resolved by negotiation between the Parties, it shall be resolved by determined of a Dispute Board in the following manner: Each Party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both Parties. The cost of resolution will be borne by each PARTY paying its own members cost with the parties equally sharing the cost of the third member.

#### **10. INDEPENDENT CAPACITY**

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

#### **11. SEVERABILITY**

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.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT as of the date signed last by the Parties below.

<b>PORT OF SEATTLE</b>	<b>WASHINGTON STATE DEPARTMENT OF TRANSPORTATION</b>
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:

**EXHIBIT A  
AGREEMENT GCB-2700**

Project management services provided through WSDOT’s consultant:

**EXHIBIT A - Washington State Department of Transportation in conjunction with the Federal Aviation Administration (FAA) Disadvantaged Business Enterprise Disparity Study. A detailed timeline with estimated costs per task will be added to this agreement as it is solidified with the consultant.**

**SCOPE OF WORK**

Task	Deliverable	Timeline
<b>CONDUCT STUDY INITIATION MEETING</b>	Identify individuals responsible for supplying all contract data; communicate study data requirements	January 2018
<b>STUDY WEBSITE DEVELOPMENT</b>	Go live with Study website; update website as need arises.	
<b>CONDUCT LEGAL ANALYSIS</b>	Describe the legal and regulatory standards. Legal analysis will be part of final report.	
<b>PERFORM UTILIZATION ANALYSIS</b>	Develop a contract data file to be incorporated into the final study report.	
<b>PERFORM DISPARITY ANALYSES</b>	Disparity findings will be incorporated into the final study report.	
<b>PERFORM ECONOMY-WIDE DISPARITY ANALYSIS</b>	Economy-wide disparity findings will be incorporated in the final study report.	
<b>COLLECT QUALITATIVE EVIDENCE OF DISCRIMINATION</b>	Collect qualitative evidence of discrimination through public meetings, business owner/stakeholder interviews. The anecdotal findings will be incorporated in the final study report.	
<b>REVIEW DBE PROGRAM ADMINISTRATION</b>	Evaluate the airports' DBE programs through review of relevant documents and interviews with agency staff, stakeholders and business owners. DBE program administration findings will be incorporated in the final study report.	
<b>RECOMMENDED OVERALL DBE GOAL SETTING METHODOLOGY</b>	Recommendation for a DBE goal setting methodology will be included in the final study report.	
<b>PREPARE DRAFT AND FINAL STUDY REPORT; PRESENTATION OF STUDY AND FINDINGS</b>	Draft study report for edits by the agencies and a final report based on edits. Presentation of findings as directed by WSDOT/FAA. Information on potentially certified firms as identified throughout the study process will be provided to all airport participants.	