

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (GCC 1100)
AND
THE CITY OF REDMOND**

This Agreement (Agreement) is between the Washington State Department of Transportation (WSDOT) and the City of Redmond (City), also referenced as “Party” and the “Parties”.

RECITALS

1. The Engrossed Substitute House Bill 2134, Section 215(10), the Washington State Legislature appropriated \$800,000 funding to assist cities in the purchase of electric fire engines.

Now therefore, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibit A which is incorporated and made a part hereof, it is mutually agreed as follows:

1. PURPOSE

- 1.1 The purpose of this Agreement is to follow the legislative Engrossed Substitute House Bill 2134, Section 215(10) and for WSDOT to pass-through funds in the amount of \$400,000 (four hundred thousand) to City for the purchase of electric fire engines. See Exhibit A.

2. PERIOD OF PERFORMANCE

- 3.1 Subject to its other provisions, the period of performance of this Agreement shall commence on January ____, 2025, and be completed on May 1, 2025, unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.

3. COSTS, PAYMENT AND BILLING

- 4.1 WSDOT is acting as a pass-through agency and is not performing any type of work. WSDOT will not be reimbursed by the City for indirect charges.
- 4.2 City shall submit invoices monthly. Invoices shall be submitted no more than once per month and shall include proper documentation of all charges. Payment for approved goods and/or services will be made by check, warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date.
- 4.3 Each invoice voucher submitted shall include such information as is necessary to determine the exact nature of all expenditures. At a minimum, the invoice shall specify the following:
 1. Agreement Number(s) GCC 1100.
 2. The cost for each deliverable.
 3. The total invoice charges.

4. DUPLICATION OF BILLED COSTS

- 4.1 Neither Party shall bill for services performed under this contract if it is entitled to payment or has been or will be paid by any other source, including grants, for that service.

5. FUNDING CONTINGENCY

- 5.1 In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, the Agency may:

1. Terminate this Agreement with (GC 1100) (30) days advance notice. If this Agreement is 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.
2. Renegotiate the terms of the Agreement under those new funding limitations and conditions.
3. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables.
4. Pursue such other alternative as the Parties mutually agree to writing.

6. AMENDMENT

- 6.1 This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

7. ASSIGNMENT

- 7.1 The work to be provided under this Agreement, and any claim arising under this Agreement, is not assignable or delegable by either Party in whole or in part, without the express prior written consent of the other Party, which consent shall not be unreasonably withheld.

8. ASSURANCES

- 8.1 The Parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state, and local laws, rules, and regulations as they currently exist or as amended.

9. CONTRACT MANAGEMENT

- 9.1 The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Manager for (e.g., State Agency abbreviation, etc.) is:	The Contract Manager for WSDOT is:
Anthony L. Buckley, Director of Innovative Partnerships 310 Maple Park Ave, SE, Olympia, WA Phone: (360-705-7039) E-Mail: anthony.buckley@wsdot.wa.gov	Amea Quiriconi, Deputy Fire Chief City of Redmond Fire Department Phone: (425-403-5044) E-Mail: Aquiriconi@redmond.gov

10. GOVERNING LAW AND VENUE

- 10.1 This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

11. INDEPENDENT CAPACITY

- 11.1 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.

12. MAINTENANCE OF RECORDS

- 12.1 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 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, 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 agreement. 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.

- 12.2 If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- 12.3 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 any confidential information 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. However, the Parties acknowledge that State Agencies are subject to chapter 42.56 RCW, the Public Records Act.

13. ORDER OF PRECEDENCE

- 13.1 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:
 - 1. Applicable state and federal statutes, and local laws, rules and regulations;
 - 2. Statement of Work;
 - 3. Exhibits and Appendices; and
 - 4. Any other provisions of the agreement, including materials incorporated by reference.

14. SEVERABILITY

- 14.1 If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

15. TERMINATION

- 15.1 This Agreement may be terminated, without penalty or further liability as follows:

15.1.1 Termination for Cause

This Agreement may be terminated for cause by either Party if the other Party does not fulfill in a timely and proper manner its obligations under this Agreement, or if the other Party violates any of the terms and conditions of this Agreement. The notice of intent to terminate for cause shall be issued by a Party in writing and the other Party shall have the opportunity to correct the violation or failure within fifteen (15) working days of the date of the notice. If the failure or violation is not corrected within the time allowed, this Agreement will automatically terminate

15.1.2 Termination for Non-Allocation of Funds

This Agreement may be terminated by either Party if insufficient funds are allocated or appropriated to the Party to continue its performance of this Agreement in any future period. The notice of intent to terminate for non-allocation of funds shall be issued in writing no less than **seven (7) calendar days** in advance of termination.

15.1.3 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

16. INDEMNIFICATION

- 16.1 To the fullest extent permitted by law, each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials, or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials, or employees.
- 16.2 The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees, or agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- 16.3 This indemnification and waiver will survive the termination of this Agreement.

17. WAIVER

- 17.1 A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

18. ALL WRITINGS CONTAINED HEREIN

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

19. COUNTERPARTS AND ELECTRONIC SIGNATURE

- 19.1 This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each Party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each Party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other parties are relying on its electronic or "PDF" signature.

In witness whereof, the Parties have executed this Agreement.

Requesting Entity	Washington State Department of Transportation
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:
Approved as to Form Requesting Entity	Approved as to Form Washington State Department of Transportation
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date: