

## Agency Management and Grant Administration

### INTERAGENCY AGREEMENT BETWEEN WASHINGTON STATE COUNTY ROAD ADMINISTRATION BOARD AND FREIGHT MOBILITY STRATEGIC INVESTMENT BOARD

THIS AGREEMENT is made and entered into by and between WASHINGTON STATE COUNTY ROAD ADMINISTRATION BOARD, hereinafter referred to as "CRAB", and the FREIGHT MOBILITY STRATEGIC INVESTMENT BOARD hereinafter referred to as "FMSIB"

IT IS THE PURPOSE OF THIS AGREEMENT to authorize CRAB's Executive Director to manage and supervise FMSIB until such time as an Executive Director is hired by the FMSIB Board and described in the attached Statement of Work.

THEREFORE, IT IS MUTUALLY AGREED THAT:

#### I. STATEMENT OF WORK

The CRAB shall furnish the necessary personnel and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment A attached hereto and incorporated by reference herein.

#### II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of this Agreement shall commence on December 19, 2022 or date of execution, whichever comes later, and remain in effect until June 30, 2023, unless changed or terminated sooner as provided herein. Actual dates of work to be performed will be in accordance with Attachment A.

#### III. PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed amounts listed in accordance with Attachment A, attached hereto and incorporated by reference herein. Payment for work performed shall not exceed this amount unless the parties mutually, via an amendment, agree to a higher amount for any work that will cause the maximum payment to be exceeded. Compensation for services shall be based on the rates herein and in accordance with the terms as set forth in accordance with Attachment A.

#### IV. BILLING PROCEDURE

The CRAB shall submit properly completed Form A-19 to FMSIB quarterly. Payment to CRAB for approved and completed work will be made by warrant or account transfer by FMSIB within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the termination date or the end of the fiscal year, whichever is earlier.

## V. 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 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 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.

## VI. RIGHTS IN DATA

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by FMSIB. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

## VII. SECURITY REQUIREMENTS

Each party, and its officers, employees, subcontractors and agents shall at all times comply with all security standards, practices, and procedures which are equal to the Washington State Office of the Chief Information Officer IT Standards, with respect to information and materials which come into each party's possession and to which such party gains access under this Contract. Such information and materials include without limitation all Proprietary Information and Confidential Information. The parties agree to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data and confidential information.

## VIII. 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.

## IX. AMENDMENTS

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.

#### X. REQUIRED PUBLICATION

In accordance with the Interlocal Cooperation Act, under RCW Section 39.34.040, information regarding this Interagency Agreement will be posted on either CRAB or FMSIB's website in a publicly accessible area.

#### XI. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement for any reason upon thirty (30) days' prior written notification to the other party. 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.

#### XII. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

#### XIII. DISPUTES

The contract managers shall use their best efforts to resolve disputes between the PARTIES at the lowest administrative level. If they are unable to resolve the dispute, the matter shall be reviewed by executive level management of each PARTY or designee. The PARTIES agree to exhaust these procedural steps before seeking to resolve disputes in a court of law or any other forum.

#### XIV. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

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: Applicable state and federal statutes and rules; Statement of work; and Any other provisions of the agreement, including materials incorporated by reference.

#### XV. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, 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.

#### XVI. WAIVER

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.

XVII. SAVINGS I FUNDING AVAILABILITY

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 normal completion, FMSIB may suspend or terminate the Agreement for Convenience, without any notice requirement, subject to renegotiation at FMSIB's discretion under those new funding limitations and conditions. FMSIB may elect to suspend performance of the Agreement without terminating the Agreement until FMSIB determines the funding insufficiency is resolved. In the absence of any advance notice, FMSIB will make a reasonable attempt to provide notice.

In the event of termination or suspension, FMSIB will reimburse eligible costs incurred by CRAB through the effective date of termination or suspension. Reimbursed costs must be agreed to by FMSIB and CRAB. In no event shall FMSIB's reimbursement exceed FMSIB's total responsibility under the Agreement and any amendments.

XVIII. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

XIX. 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.

XX. CONTRACT MANAGEMENT

The program 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 CRAB is:


Jane Wall, Executive Director  
2404 Chandler Cr SW, Suite 240, Olympia, WA 98504-0913  
Phone: 360-753-5989  
Email: Jane.Wall@crab.wa.gov

The Contract Manager for FMSIB is:


Temple Lentz, Board Chairperson  
P.O. Box 40965, Olympia, WA 98504-0965  
Phone: 360-586-9695  
Email: temple.lentz@gmail.com

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

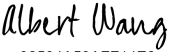
State of Washington  
Freight Mobility Strategic Investment Board

<small>DocuSigned by:</small>  <small>60FBDD54ADFF4B0...</small>	12/19/2022
Signature	Date
Temple Lentz, Chairperson of the Board	

State of Washington  
County Road Administration Board

<small>DocuSigned by:</small>  <small>CC74198532784A5...</small>	12/16/2022
Signature	Date
Jane Wall, Executive Director	

APPROVED AS TO FORM: ATTORNEY  
GENERAL'S OFFICE

<small>DocuSigned by:</small>  <small>92594A58AFF14E2...</small>
Albert Wang, AAG Transportation and Public Construction Division

ATTACHMENT A  
STATEMENT OF WORK

CRAB shall provide management and grant administration services to FMSIB contributing towards day-to-day operations.

The parties agree to meet weekly to ensure open communication of the needs, schedule, and desired outcomes of both parties.

The Parties will provide the following:

CRAB:

1. Management in support of the FMSIB Board and staff
2. Grant program administration
3. Assistance with conducting FMSIB Board meetings including preparing materials and reports, technical support, and presentation of agenda items.
4. Provide subject matter expertise to support FMSIB's contract advocate during the legislative session.
5. Attend meetings, as requested, in support of FMSIB's mission and goals.
6. Any other items of work as requested by FMSIB.

FMSIB:

1. Access to electronic and paper files as needed.
2. Coordination of CRAB staff, FMSIB, and FMSIB partners for any joint meetings or activities.

FMSIB will reimburse CRAB based on the hourly rate (salary and benefits) of the CRAB staff member performing the work.

- Executive Director \$93.86 per hour
- Deputy Director \$81.86 per hour
- Grant Program Administrator \$79.80 per hour
- Executive Assistant \$57.19 per hour
- Administrative Assistant 3 \$45.82 per hour

Rates shown are as of the time of the Agreement execution. Labor rates may change during the life of the Agreement. The most current labor rate shall be used for any reimbursement. Other CRAB staff may be utilized based upon the nature and scope of the work requested to be performed.