

Agreement GCB 1926
Reciprocal Agreement
between
Washington State Department of Transportation
and
King County, Department of Transportation
for
Mutual Waiver of Indirect Costs

This Reciprocal Agreement for Mutual Waiver of Indirect Costs ("Agreement") is entered into between the Washington State Department of Transportation ("WSDOT") and King County, through its Department of Transportation ("King County"), either of which entity may be referred to hereinafter individually as a "Party" or collectively as the "Parties."

Recitals

- A. WSDOT is authorized by RCW 47.28.140 to enter into cooperative agreements to perform work including constructing, reconstructing, locating, relocating, laying out, repairing, surveying, altering, improving, or maintaining a highway road or the urban public transportation system of a public agency; and
- B. King County is a political subdivision of the state of Washington, owning or operating an urban public transportation system and operating a passenger-only ferry system that is part of a non-state highway, city street and/or county road, and King County is authorized by RCW 47.28.140 and other authorities to contract with the State or its agencies for the design and construction of such transportation systems and the receipt of related services; and
- C. Each of the Parties plan to perform work for the other Party's benefit as further described herein pursuant to the above-referenced authorities; and
- D. RCW 47.28.260 authorizes the Parties to waive their respective indirect costs for specific projects or work performed for each other by including such specific projects or work in a reciprocal agreement; and
- E. This Agreement addresses mutual waiver of indirect costs only. Coordination between the Parties for actual performance of specific projects or work for one another will be pursuant to separate agreements between the Parties,

NOW, THEREFORE, pursuant to RCW 47.28.260, the above recitals that are incorporated herein as if fully set forth below, and subject to all applicable laws and regulations and the terms and conditions set forth below, the Parties mutually agree as follows:

Agreement

1. Scope of Agreement. This Reciprocal Agreement applies to work or projects including design, project coordination, and construction projects that each Party will perform for the other Party that are described in **Exhibit A**, attached and incorporated into this Agreement by reference. This Agreement does not cover Direct Costs.
2. Waiver of Indirect Costs. Each Party agrees that it will not charge its Indirect Costs to the other Party for the work or projects described in **Exhibit A**. WSDOT understands and acknowledges that the work or projects described in Exhibit A and to be performed by WSDOT for benefit of King County is ultimately funded, at least in part, by grants or other funding from other entities, including but not limited to the Federal Transit Administration (FTA) and the King County Ferry District. WSDOT agrees that pursuant to this Agreement it shall not seek Indirect Costs from the FTA, the King County Ferry District, or any other agency or entity that may fund the work or projects described in Exhibit A and to be performed by WSDOT for benefit of King County.
3. Amendments of Projects or Work Listed Exhibit A. From time to time, **Exhibit A** may be amended by executing a new Exhibit A to add or delete work or projects to meet the objectives of this Agreement. The Parties agree that any such amendment shall maintain sufficient reciprocity for the waiver of Indirect Costs consistent with the requirements of RCW 47.28.260.
4. Term. This Agreement will terminate on the 10th anniversary of the last signature date set forth below, unless extended by mutual agreement of the Parties.
5. Implementation dates: This Agreement shall be implemented when the project agreements listed in Exhibit A (GCB 1934, GCB 1951, and GCA 6141 (Task D1) are fully executed. An Amendment to this Agreement shall be implemented when the project agreement(s) to be added to Exhibit A are fully executed. The mutual waiver of indirect costs shall be prospective only, and any indirect costs previously charged or collected by the Parties shall not be affected by this Agreement or any Amendments thereto.
6. Other agreements and leases. Specific terms and conditions for work or projects to be performed by the Parties will be addressed through separate agreements. Except for the Parties' agreement to waive indirect costs for the work or projects specified herein, nothing in this Agreement shall supersede or amend provisions within existing or future instruments for work or projects performed by either Party for the benefit of the other Party.
7. Severability. Except as expressly stated herein, in case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid,

illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8. Dispute Resolution. King County and WSDOT shall meet and confer to resolve disputes that arise under this Agreement as requested by either Party.

The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this Agreement:

King County:

WSDOT:

In the event the Designated Representatives are unable to resolve the dispute, the following individuals, or their designee, shall confer and resolve the dispute.

King County:

WSDOT:

Secretary of Transportation
310 Maple Park Avenue SE
PO Box 47316
Olympia, WA 98504-7316

No Party shall have the right to seek relief in a court of law until and unless the dispute resolution process has been exhausted.

9. Notices. Wherever in this Agreement written notices are to be given or made, they will be delivered or sent by certified mail addressed to the Parties at the address first listed in Section 8, above, unless a different address shall be previously designated in writing and delivered to the other Party. Notice shall be deemed effective three (3) days after the date of mailing. The Parties agree to accept certified mail at the address provided for herein.
10. Authorized Signature. The undersigned representatives of King County and WSDOT acknowledge that they are authorized to execute this Agreement and bind their respective agencies to the obligations set forth herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below.

King County, Department of Transportation

Signature Date

Printed Name and Title

King County Approval as to Form: _____ Date

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

Signature Date

Printed Name and Title

WSDOT Approval as to Form: _____ Date
Ann E. Salay, AAG

GCB 1926 EXHIBIT A

WORK SUBJECT TO THE RECIPROCAL AGREEMENT FOR MUTUAL WAIVER OF INDIRECT COSTS

King County Projects for which WSDOT will be reimbursed for the performance of work

1. WSDOT, through its Ferries Division, will design and perform construction administration for the King County passenger ferry terminal, to be located adjacent to the Washington State Ferries Seattle Terminal within WSDOT and Washington State Department of Natural Resources Tidelands properties. WSDOT will perform said work in conjunction with its own project at the Seattle Ferries Terminal.

This WSDOT work is pursuant to Agreements GCB 1934 [AN – This is Design and Permitting] and GCB 1951 [Construction Administration] between the parties.

WSDOT Projects for which King County will be reimbursed for the performance of work

King County Work under GCA 6141, Task D1, whereby King County will perform work on behalf of WSDOT's RideshareOnline Program, including directly assisting local agencies and businesses to utilize and develop commute trip reduction and incentive programs, as well as acting as liaison between participating local agencies and businesses, and WSDOT regarding use of and implementing improvements to the RideshareOnline Program.