

Aviation Planning Grant Agreement

<p>Washington State Department of Transportation - Aviation Division PO Box 47312 Olympia, WA 98501-7264</p> <p>WSDOT Contact: Garth Cumberbatch 564-250-1812</p>	<p>RECIPIENT: Snohomish County 3000 Rockefeller Ave MS 605 Everett, WA, 98201 SWV#: SWV0002794 18</p> <p>Contact Person: Nathan Howard (425) 388-3456</p>
<p>Grant Agreement Number: GCC 1319</p>	<p>Project Title: Paine Field Airport Expansion Traffic Study</p>
<p>Grant Amount: \$500,000.00</p>	<p>Project Location: Snohomish County</p>
<p>Term of Agreement: From 7/01/2025 to 6/30/2027</p>	<p>Scope of Project: As set forth in EXHIBIT A, SCOPE OF WORK, PROJECT SCHEDULE & BUDGET</p>

This GRANT AGREEMENT, hereinafter referred to as AGREEMENT, is between the STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "STATE", and the Snohomish County, hereinafter referred to as the "RECIPIENT," collectively referred to as the "PARTIES" and individually the "PARTY."

WHEREAS, pursuant to Engrossed Substitute House Bill 5161, Chapter 416, Laws of 2025, § 213, paragraph (2), which amends the 2025-2027 Transportation Budget and appropriates grant funds solely to the RECIPIENT for the purpose of conducting an airport expansion traffic study;

WHEREAS, pursuant to RCW 47.68.090, WSDOT Aviation Division is authorized to develop and administer a grant program to any municipality, tribe, or private person(s) acting in the planning of an airport owned or controlled by the aforementioned entities, and held available for the general use of the public; and

WHEREAS, the RECIPIENT is the local entity for administering the PROJECT monies.

NOW, THEREFORE, in consideration of the terms, conditions, performances and mutual covenants herein set forth, and the attached Exhibit A, "Scope of Work, Project Schedule, and Budget", and Exhibit B, "Airport Aid Program Grant Assurances" which are incorporated and made a part hereof, and the benefits to accrue to the State of Washington and the public from the accomplishment of the project and the operation and maintenance of the airport as herein provided, the State hereby agrees to grant monies for allowable costs incurred in accomplishing the PROJECT.

The grant terms and conditions of this grant agreement are as follows:

Section 1 Definitions

- A. "Authorized Representative" is the local entity with the authority to enter into this AGREEMENT and be responsible for administering the PROJECT monies.
- B. "Contractor" refers to all contractors and subcontractors who perform work described in EXHIBIT A, SCOPE OF WORK, PROJECT SCHEDULE & BUDGET at any tier.

- C. "Grant Performance Period" is the useful life of the PROJECT, not to exceed twenty (20) years from the Project End Date.
- D. "PROJECT" means the project described in the Scope of Work defined in EXHIBIT A, SCOPE OF WORK, PROJECT SCHEDULE & BUDGET, and all other work to be performed by the RECIPIENT using the monies granted under this Agreement.
- E. "Project End Date" is the calendar date the PROJECT construction or acquisition is completed and ready for use.
- F. "PROJECT SCHEDULE" is the anticipated time to complete the PROJECT, including major milestones for preliminary engineering, right of way/acquisition, and construction activities, as appropriate for the Scope of Work.
- G. "RECIPIENT" is the local entity or private party responsible for performing the PROJECT and administering the PROJECT monies, also known as the Airport Sponsor.
- H. "WSDOT" is the Washington State Department of Transportation.

Section 2 Scope of Work

The general Scope of Work is defined in the table at the beginning of this Agreement under the field "Scope of Project," which describes a PROJECT that the STATE has determined will improve the STATE's aviation transportation system and benefit the STATE and local economy. Complete details are included in EXHIBIT A, SCOPE OF WORK, PROJECT SCHEDULE, & BUDGET, which is attached hereto and by this reference made a part of this AGREEMENT.

Section 3 Term of Agreement

This AGREEMENT shall become effective upon the date listed in the table at the beginning of this Agreement under the field titled, "Term of Agreement". The AGREEMENT shall continue in full force and effect for the useful life of the facilities developed but, in any event, is not to exceed twenty (20) years from the Project End Date.

Section 4 Eligible Project Costs

The STATE agrees to grant the RECIPIENT monies to accomplish the PROJECT detailed in EXHIBIT A, including all milestones described in the proposed PROJECT SCHEDULE, for each item of work to be performed. The PROJECT SCHEDULE shall be arranged in such a manner as to form a basis for comparison with progress billings for work performed. In the event of a change in the method or time for performance of any work, the RECIPIENT shall update the PROJECT SCHEDULE, subject to STATE approval, to reflect the changed circumstances.

Subject to the stipulations set forth in Section 2, Scope of Work, the STATE agrees to grant the RECIPIENT up to a maximum amount listed in the table at the beginning of this AGREEMENT, in the field titled "Grant Amount", for the actual direct costs expensed by the RECIPIENT in the course of completing the tasks described in the Scope of Work under this AGREEMENT.

Any costs expensed by the RECIPIENT prior to the date listed in the table at the beginning of this AGREEMENT, in the field titled "Term of Agreement", regardless of execution date of this AGREEMENT, will be borne by the RECIPIENT and will not be eligible for reimbursement from the STATE.

The grant monies are intended to pay for planning-related expenses. The expenses must be necessary to complete the Project, reasonable in the amount, and within the approved SCOPE OF WORK.

Ineligible Costs include, but are not limited to: Internal administrative activities, internal project management, fundraising activities, computers or office equipment, rolling stock (such as vehicles), lease payments (including long-term), moving of equipment, furniture, etc., between facilities, and salary and benefits for the employees of the RECIPIENT except to the extent employees of the RECIPIENT are performing tasks reasonably necessary to complete the Project and within the approved SCOPE OF WORK.

If the STATE, at its sole discretion, determines that the PROJECT is not progressing in a satisfactory manner, the STATE may refuse to grant STATE monies for reimbursement to the RECIPIENT for parts or all of the work performed to date.

Section 5 Payments

The STATE shall grant monies for eligible PROJECT costs expensed and paid related to work performed during the invoice period. The RECIPIENT may submit invoices at any time, but not more frequently than once per calendar month. The STATE will reimburse the RECIPIENT for properly billed and supported amounts within thirty (30) calendar days of receipt of a progress billing.

The RECIPIENT will be reimbursed on a grant basis for actual net PROJECT costs for allowable expenses incurred in completing the PROJECT described in "EXHIBIT A, SCOPE OF WORK, PROJECT SCHEDULE & BUDGET" less any pre-payment discounts, rebates, late penalties and /or refunds. When requesting reimbursement for costs incurred, the RECIPIENT shall submit a signed and completed Invoice Voucher (DOT Form 134-139 EF) supplied by the STATE, identifying the PROJECT activity performed and supported by appropriate invoices, receipts, reports and financial summaries. Reimbursement for overhead costs will not be allowed unless specified in this AGREEMENT. Payment by the STATE shall not relieve the RECIPIENT of any obligation to make good any defective work or material upon or after PROJECT completion.

At the time the final PROJECT invoice is submitted, the RECIPIENT shall provide the STATE with a written statement confirming the RECIPIENT has completed the PROJECT and is in compliance with the terms of the AGREEMENT.

Per chapter 43.88 RCW, any invoices for work performed during a given fiscal year (beginning July 1 and ending on June 30 of the following year) must be submitted to the STATE no later than July 10th (or the soonest business day after July 10th) of the calendar year in which the fiscal year ends. If the RECIPIENT is unable to provide an invoice for such work by this date, an estimate of all remaining payable costs owed by the STATE for work performed by the RECIPIENT prior to July 1 must be submitted to the STATE no later than July 19th of the same year in order for the STATE to accrue the amount necessary for payment. The RECIPIENT will thereafter submit any remaining invoices to the STATE for such work as soon as possible. Failure to comply with these requirements may result in delayed payment. The STATE shall not be required to pay to the RECIPIENT late payment fees, interest, or incidental costs expensed by the RECIPIENT or any other costs related to a delayed payment if the RECIPIENT fails to comply with the invoice requirements of this Section.

Reimbursement for travel, subsistence, and lodging expenses will not be eligible under this AGREEMENT unless specifically pre-approved in writing by the STATE. If pre-approved, the RECIPIENT shall comply with the rules and regulations regarding travel costs in accordance with the Washington State Administration and Accounting Manual (SAAM), Chapter 10.90 "Travel Rates" and revisions thereto, accessible online at: <https://ofm.wa.gov/sites/default/files/public/legacy/policy/10.90.pdf> and by this reference incorporated herein. If online access is not available, contact the Washington State Department of Transportation headquarters office in Olympia to obtain copies of the "Travel Rates" and any updates.

It is agreed that any money granted by the STATE, pursuant to any RECIPIENT payment request, will not constitute agreement as to the appropriateness of any item, and that required adjustments, if any, will be made at the time of STATE's final payment. In the event that the STATE and/or its representatives conducts an audit, and that audit indicates an overpayment of monies granted against costs expensed by the RECIPIENT, the

RECIPIENT agrees to pay the overpayment to the STATE within thirty (30) calendar days after being billed therefor.

Section 6 Labor Provisions

Prevailing Wage Law. The RECIPIENT certifies that all contractors and subcontractors performing work on the Project shall comply with all state and federal prevailing wage requirements, including but not limited to Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this AGREEMENT, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The RECIPIENT shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for the STATE's review upon request.

Overtime Requirements. No contractor or subcontractor contracting for any part of the PROJECT work which may require or involve employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. Contractors will comply with Title 49 RCW, Labor Regulations.

Prohibition against Payment of Bonus or Commission. The monies provided under this AGREEMENT shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such monies or any other approval or concurrence under this AGREEMENT, provided, however, that reasonable fees for bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

Section 7 Recapture of Granted Monies

At the STATE's sole option, the RECIPIENT shall immediately repay the full amount of any grants paid to the RECIPIENT up to that date, if any of the following events occur:

1. Failure to complete the PROJECT tasks specified in EXHIBIT A;
2. Sale, conveyance or transfer of the RECIPIENT property underlying the PROJECT airport improvements within the grant performance period;
3. Any sale, conveyance, transfer, or removal of all or any of the PROJECT capital improvements or equipment purchased with the monies granted under this AGREEMENT within the grant performance period;
4. Any transfer, conveyance, or sale of all or any of the PROJECT capital improvements or equipment purchased with monies granted under this AGREEMENT to any person or entity, public or private, that at any time subsequent to that transfer, conveyance, or sale removes the PROJECT airport improvements or equipment purchased with granted monies from this AGREEMENT, or significant portions thereof, from operation within the grant performance period; and
5. Any abandonment or other liquidation by the RECIPIENT or its successor of the PROJECT capital improvements or equipment purchased with monies granted under this AGREEMENT for any reason whatsoever within the grant performance period.

Any payment by the RECIPIENT to the STATE pursuant to this Section shall be payable in U.S. Dollars (USD) and shall be sent via certified mail to the STATE contact person identified in the Notices Section of this AGREEMENT not more than thirty (30) calendar days from receipt of written notice from the STATE that repayment is required.

Section 8 Accounting Records

Project Accounts. The RECIPIENT agrees to establish and maintain for the Project either a separate set of accounts or separate accounts, within the framework of an established accounting system that can be identified with the Project. The RECIPIENT agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible and available to the STATE upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

Documentation of Project Costs and Program Income. The RECIPIENT agrees to support all allowable costs charged to the Project, including any approved services contributed by the RECIPIENT or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The RECIPIENT also agrees to maintain accurate records of all program income derived from implementing the Project.

Section 9 Maintenance of Records and Audit Requirements

During the progress of the work, and for a period of not less than six (6) years from the date this AGREEMENT is terminated under Sections 3, 11, or 12, records and accounts of the RECIPIENT are to be kept available for inspection and audit by representatives of the STATE.

Copies of the records shall be furnished to the STATE upon request and shall be maintained in accordance with accepted job cost accounting procedures as established in 48 CFR § 31. All costs must be supported by actual invoices and canceled checks. The RECIPIENT agrees to comply with the audit requirements contained herein, and to impose the same requirement on any consultant, contractor, or subcontractor who may perform work funded by this AGREEMENT.

The records to be maintained by the RECIPIENT shall include, but are not limited to, the following:

- a) Records that identify the sources and applications of monies for this AGREEMENT and contain information pertaining to outlays;
- b) Supporting source documents;
- c) All documentation underlying the preparation of the financial reports;
- d) Any other records which are required following notification of an amendment to State of Washington or federal regulations which takes effect during the period in which costs are allowable; and
- e) Any other records necessary to disclose fully the amount and disposition of the monies granted to the RECIPIENT under this AGREEMENT and charged to the PROJECT, supported by documents evidencing in detail the nature and propriety of the charges, the total cost of each undertaking for which the assistance was granted or used, the amount of the costs of the undertaking supplied by other sources, and other books, records, and documents needed for a full and complete verification of the RECIPIENT's responsibilities and all payments and charges under this AGREEMENT. In the event that any litigation, claim or audit is initiated prior to the expiration of said six-year period, the records shall be retained until such litigation, claim, or audit involving the records is complete.

Section 10 Representations, Warranties, and Covenants

The following representations and warranties by the PARTIES hereto shall be considered conditions precedent to the effectiveness of this AGREEMENT.

The RECIPIENT represents and warrants the following:

- a) That the monies the RECIPIENT will derive through this AGREEMENT will be used solely for the

PROJECT as defined in this AGREEMENT;

- b) That it has the full power and authority to enter into this AGREEMENT, and to carry out the obligations, which it has hereby undertaken;
- c) That all public, corporate and other proceedings required to be taken by or on the part of the RECIPIENT to authorize its entrance into this AGREEMENT, have been or will be duly taken;
- d) That execution of this AGREEMENT and the performance of the planning hereunder will not violate any statute, rule, regulation, order, writ, injunction or decree of any Court, administrative agency or government body;
- e) It is the intent of the STATE to reimburse the RECIPIENT for its actual PROJECT costs up to the maximum grant amount. It is understood that if unforeseen circumstances cause the PROJECT cost to exceed the PROJECT estimate, the RECIPIENT shall complete the PROJECT and assume the entire cost overrun;
- f) That the RECIPIENT has not employed or retained any company or person to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person, any fee, commission percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the STATE shall have the right to terminate this AGREEMENT without liability;
- g) That the RECIPIENT shall not engage on a full, part-time, or other basis, during the period of the AGREEMENT, any professional or technical personnel, to work on this AGREEMENT, who are, or have been, at any time during the period of the AGREEMENT, in the employ of the STATE without the prior written consent of the employer of such person; and
- h) That the RECIPIENT shall not extend any grant, gratuity, or gift of money in any form whatsoever to any employee, agent, or officer of the STATE, nor will the RECIPIENT rent or purchase any equipment or materials from any employee or officer of the STATE.

Section 11 Termination for Fault

Should either the STATE or the RECIPIENT substantially fail to perform their obligations under this AGREEMENT, and continue in such default for a period of sixty (60) calendar days, the PARTY not in default shall have the right at its option, after first giving thirty (30) calendar days written notice thereof by certified mail to the PARTY in default, and notwithstanding any waiver by the PARTY giving notice of any breach thereof, to terminate this AGREEMENT. The termination of this AGREEMENT shall not impair any other rights of the terminating PARTY under this AGREEMENT or any rights of action against the defaulting PARTY for the recovery of damages. For purposes of this provision, a substantial failure to perform on the part of the RECIPIENT shall be deemed to include, but shall not be limited to, any action of the RECIPIENT that jeopardizes its ability to perform pursuant to this AGREEMENT.

Section 12 Termination for Convenience

The STATE may terminate this AGREEMENT in whole, or in part, upon thirty (30) calendar days' written notice whenever:

- a) The requisite grant funding becomes unavailable through failure of appropriation or otherwise; and/or
- b) The STATE determines that such termination is in the best interests of the STATE.

If the STATE exercises its rights under this Section, then the STATE shall reimburse the RECIPIENT for any expenses and costs eligible hereunder that were actually incurred prior to receipt of such notice of termination.

Section 13 Agreement Modifications

Either PARTY may request changes to this AGREEMENT. Any changes to the terms of this AGREEMENT must be mutually agreed upon and incorporated by written amendment to this AGREEMENT. Such written

amendment to this AGREEMENT shall not be binding or valid unless signed by the persons authorized to bind from each of the PARTIES. Any amendment that authorizes the RECIPIENT to receive additional grant monies under this AGREEMENT must be mutually agreed upon and fully executed in writing prior to the RECIPIENT incurring additional costs.

Section 14 Assignment and Succession

Neither the STATE nor the RECIPIENT may assign or in any manner transfer either in whole or in part this AGREEMENT or any right or privilege granted to it hereunder, nor permit any person or persons, company or companies to share in any such rights or privileges without the prior written consent of the other PARTY hereto, except as otherwise herein provided. Nothing in this AGREEMENT shall be construed to permit any third party or any other person, corporation, or association, directly or indirectly, to possess any right or privilege herein.

Section 15 Force Majeure

It is further understood and agreed that neither the RECIPIENT nor the STATE, as the applicable case may be, shall be required to keep this AGREEMENT in effect during any period(s) it is prevented from doing so by governmental action, war, strikes, riots, terrorism, or civil commotion, or if the airport facilities or any portion thereof is made unserviceable by Acts of God including, but not limited to, floods, high water, or other damage by the elements.

Section 16 Notices

Any notice, request, consent, demand, report, statement or submission which is required or permitted to be given pursuant to this AGREEMENT shall be in writing and shall be delivered personally to the respective PARTY set forth below, or if mailed, sent by certified United States mail, postage prepaid and return receipt required, to the respective PARTIES at the addresses set forth below, or to such other addresses as the PARTIES may from time to time advise by written notice to the other PARTY. The date of personal delivery or of execution of the return receipt in the case of delivery by certified U.S. mail, of any such notice, demand, request, or submission shall be presumed to be the date of delivery.

NOTICES IN THE CASE OF THE RECIPIENT:

Douglas McComick, P.E., Deputy
Director/ County Engineer
Snohomish County
3000 Rockefeller Ave, M/S 607
Everett, WA 98201

Should the above Registered Agent become unavailable, the RECIPIENT consents to allowing the legal notices to be sent to the Secretary of State of the State of Washington.

NOTICES IN THE CASE OF THE STATE:

Ann Richart, Director,
WSDOT Aviation Division
7702 Terminal Street SW
Tumwater, WA 98501-7264
Email: ann.richart@wsdot.wa.gov.wa

Section 17 Interpretation

This AGREEMENT shall be construed liberally so as to secure to each PARTY hereto all of the rights, privileges, and benefits herein provided or manifestly intended. This AGREEMENT, and each and every provision hereof, is for the exclusive benefit of the PARTIES hereto and not for the benefit of any third party.

Nothing herein contained shall be taken as creating or increasing any right of a third party to recover by way of damages or otherwise against the PARTIES hereto.

If any covenant or provision, or part thereof, of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or part thereof, which in itself is valid, if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other provisions except as herein allowed.

All remedies provided in the AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively therewith.

Any forbearance of the PARTIES in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of that or any other right or remedy hereunder.

Each PARTY hereby agrees to immediately notify the other PARTY of any change in conditions or any other event which may significantly affect the TERM of this AGREEMENT or the PARTY's ability to perform the PROJECT in accordance with the provisions of this AGREEMENT.

Section 18 Subcontracting

It is understood that the RECIPIENT may choose to subcontract all or portions of the work. The RECIPIENT must obtain the STATE's advanced written approval of all subcontractors it shall employ on the PROJECT.

No contract between the RECIPIENT and its contractors and/or their subcontractors, and/or material suppliers shall create any obligation or liability of the STATE with regard to this AGREEMENT without the STATE's specific written consent to such obligation or liability notwithstanding any concurrence with, or approval of, the award, solicitation, execution, or performance of any contract or subcontract. The RECIPIENT hereby agrees to include the provisions of this AGREEMENT in all contracts entered into by the RECIPIENT for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

Section 19 Laws to be Observed

General Compliance. The RECIPIENT shall comply with all applicable State, federal, and local laws, rules, regulations, and orders pertaining to the PROJECT, including but not limited to EXHIBIT B, AIRPORT AID PROGRAM GRANT ASSURANCES, which is attached hereto and by this reference made a part of this AGREEMENT. If any action or inaction by the RECIPIENT results in a fine, penalty, cost, or charge being imposed or assessed on or against the RECIPIENT and/or the STATE, the RECIPIENT shall assume and bear any such fine, penalty, cost, or charges. In the event the STATE, for any reason, is required to pay the same, the RECIPIENT, upon demand, shall promptly reimburse, indemnify, and hold harmless the STATE for or on account of such fine, penalty, cost or charge and shall also pay all expenses and attorney's fees incurred in defending any action that may be brought against the STATE on account thereof. The RECIPIENT shall, in the event of any such action and upon notice thereof from the STATE, defend any such action(s) free of cost, charge and expense to the STATE.

Permits and Compliance with land use and environmental laws. The RECIPIENT shall be responsible for obtaining all necessary permits from federal, state, and local agencies of government and compliance with land use and environmental regulations pertaining to the performance of work under this AGREEMENT.

Compliance with Labor Laws. During the term of the AGREEMENT, the RECIPIENT and its contractors, subcontractors, and lessees shall comply with all applicable STATE and FEDERAL workmen's compensation, employer's liability and safety and other similar laws applicable to the RECIPIENT, including but not limited to the Washington Industrial Safety and Health Act, RCW 49.17, the Industrial Insurance Act, RCW Title 51, and the Occupational Safety and Health Act of 1970, 29 U.S.C. ch. 15.

Equal Employment Opportunity. In connection with the execution of this AGREEMENT, the RECIPIENT or its Contractor shall not discriminate against any employee or applicant for employment because of race, creed, marital status, age, color, sex or national origin, or disability, except for a bona fide occupational qualification. The RECIPIENT agrees to comply with all applicable state and federal laws against discrimination, including but not limited to Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000d *et seq.*, the Washington Law Against Discrimination, RCW 49.60, and for recipients of FAA funds authorized by 49 U.S.C. 47101, 49 C.F.R. Part 26.

Section 20 Ethics

Relationships with Employees and Officers of WSDOT. The RECIPIENT, and any contractor or subcontractor on the PROJECT, shall not extend any grant, gratuity, gift, compensation, or reward in any form whatsoever to any employee or officer of the STATE, nor shall the RECIPIENT or any contractors or subcontractors on the PROJECT participate in any kind of business transaction with any employee or officer of the STATE, including but not limited to renting or purchasing any Project equipment and materials from any employee or officer of the STATE.

Employment of Former WSDOT Employees. The RECIPIENT, and any contractor or subcontractor on the PROJECT, hereby warrants that it shall not engage on a full, part-time, or other basis during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the STATE, without the prior written consent of the person's employing agency.

Section 21 Independent Contractor

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, lessees and the employees thereof, shall not in any manner be deemed the employees or agents of the STATE.

Section 22 Safety and Liabilities

Safety. The RECIPIENT shall do all things necessary and proper for the safe operation of the PROJECT and shall comply with all regulations prescribed by law or any public authority with respect thereto for the safety of the public or otherwise.

Personal Liability of Public Officers. No officer or employee of the STATE or RECIPIENT shall be personally liable for any act, or failure to act, in connection with this AGREEMENT, to the extent they are acting in the scope of their employment or role as an agent of the STATE or RECIPIENT.

Responsibility for Damage. The STATE, Transportation Commission, Secretary of Transportation, CARB members and all officers and employees of the STATE, including, but not limited to, those of the Department of Transportation, shall not be responsible in any manner for: any loss or damage to the work or any part thereof; for any loss of material or damage to any of the materials or other things used or employed in the performance of the work; for any injury to or death of any persons, either workers or the public, or for damage to the public for any cause due to the intentional acts or negligence of the RECIPIENT or its workers, or anyone employed by it.

Indemnification. The RECIPIENT shall indemnify and hold the STATE and all its officers and employees harmless from, and shall process and defend at its own expense, all claims, demands, or suits at law or equity arising out of this AGREEMENT caused by the performance or failure to perform by the RECIPIENT, its agents, employees and/or its subcontractors of any and all duties prescribed by, or incidental to its performance under,

this AGREEMENT; provided that nothing herein shall require the RECIPIENT to indemnify or hold the STATE harmless against claims, demands, or suits based solely upon the negligent conduct of the STATE, its officers or employees; and provided further that if the claims, demands or suit are caused by or result from the concurrent negligence of (a) the RECIPIENT's agents or employees and (b) the STATE's agents or employees, and involves those actions covered by RCW 4.24.115, this indemnity provision with respect to claims or suits based upon such negligence shall be valid and enforceable only to the extent of the RECIPIENT's negligence or the negligence of the RECIPIENT's agents or employees. This indemnification and waiver shall survive the termination of this AGREEMENT for all claims, demands, or suits at law or equity arising out of this Agreement during its term.

The RECIPIENT agrees that its obligations under this Section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while performing work for the PROJECT. For this purpose, the RECIPIENT, by mutual negotiation, hereby waives with respect to the STATE only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance Act, Title 51 RCW.

Section 23 No Waiver of State's Rights

The STATE shall not be precluded or stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore from showing the true amount and character of the work performed and materials furnished, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the AGREEMENT. Neither the granting of an extension of time, nor acceptance of and/or payment for, the whole or any part of the work by the STATE shall bar the STATE from seeking recovery of damages or any money wrongfully or erroneously paid to the RECIPIENT. A waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach.

Section 24 Disputes Resolution

In the event that a dispute arises under this AGREEMENT which cannot be resolved between the PARTIES, either PARTY may request a dispute hearing with the Aviation Director, who may designate a neutral person to decide the dispute. The request for a dispute hearing must:

- 1) Be in writing;
- 2) State the disputed issues;
- 3) State the relative positions of the PARTIES;
- 4) State the RECIPIENT's name, address, and AGREEMENT number; and
- 5) Be mailed to the Aviation Director and the other PARTY's (respondent's) AGREEMENT representative within five (5) working days after the PARTIES agree they cannot resolve the dispute. The respondent shall send a written answer to the requestor's statement to both the Aviation Director or designee and the requestor within five (5) working days of receiving the statement.

The Aviation Director or designee shall review the written statements and reply in writing to both PARTIES within ten (10) working days of receiving the respondent's statement. The Aviation Director or designee may extend this period if necessary by notifying the PARTIES.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding between the PARTIES, except as required by law or court order. Both PARTIES agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal. Nothing in this AGREEMENT shall be construed to limit the PARTIES' choice of a mutually acceptable alternative dispute resolution method in addition to the dispute hearing procedure outlined above.

**Section 25
Venue**

In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in Thurston County. The PARTIES also agree that each PARTY shall be responsible for its own attorney's fees and other legal costs, except as required by law.

**Section 26
Complete Agreement**

This document and referenced attachments contain all of the covenants, stipulations and provisions agreed upon by the PARTIES. No agents, or representative of either PARTY has authority to make, and the PARTIES shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the PARTIES as an amendment to this AGREEMENT prior to beginning or continuing any work to be covered by the amendment.

**Section 27
Execution of Acceptance**

The PARTIES adopt all statements, representations, warranties, covenants, and EXHIBITS to this AGREEMENT.

**Section 28
Counterparts**

This AGREEMENT may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect.

STATE OF WASHINGTON Department of Transportation

By: _____ Date: _____

Ann Richart, Director WSDOT

Aviation Division

Printed Name:

By: _____ Date: _____

Authorized Representative

Title: _____

Print Name: _____

Print Title: _____

Approved as to Form on behalf of WSDOT:

By: _____ Date: _____

Lauren Jaech

Assistant Attorney General

State of Washington

Any modification, change or revision to this AGREEMENT requires the further approval as to form by the Office of the Attorney General.

EXHIBIT A
SCOPE OF WORK,
PROJECT SCHEDULE &
BUDGET

Project Title: Snohomish County Commercial Passenger Demand Feasibility Study.

Project Description: The scope of work is for a traffic study to evaluate transportation infrastructure needs resulting from the expansion of Paine Field Airport. The number of annual passengers is anticipated to grow 678% by 2040. The study will analyze current and future traffic patterns through trip generation and distribution, assess multimodal connectivity with regional transit systems (e.g., Sound Transit's Everett Link Extension), and evaluate safety concerns. Both on-airport and off-airport infrastructure needs will be considered.

Planning	\$ 500.000.00
Land Acquisition & ROW	\$ 0
Construction	\$ 0
Project Total	\$ 500,000.00

PROJECT SCHEDULE

	ITEM	DATE
1.	Data Collection and Review	Jan 2026
2.	Multi-jurisdictional Coordination	Jan 2026
3.	Traffic Study	April 2026
4.	Multimodal Access Analysis	April 2026
5.	Safety Analysis	April 2026
6.	Project Identification and Prioritization	August 2026
7.	Reporting and Deliverables	October 2026

EXHIBIT B: AIRPORT AID PROGRAM GRANT ASSURANCES

The following Airport Grant Program Assurances are incorporated herewith and form a part of the airport sponsor's grant agreement for funding under the Aviation Revitalization Grant Program.

Signature of Applicant's Authorized Representative: _____

Title of Representative: _____

Date: _____