

**PASS THROUGH INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (GCC 1085)
AND
CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY
AND
CITY OF SEATTLE
AND
KING COUNTY
AND
PORT OF SEATTLE**

This Agreement is between the Washington State Department of Transportation (WSDOT), Central Puget Sound Regional Transit Authority (Sound Transit), City of Seattle, King County, and the Port of Seattle, also referenced as "Party" and the "Parties".

RECITALS

1. The Capacity Building Mentorship Program (CBMP) is a long-term effort by the Washington State Department of Transportation (WSDOT) to strengthen the capacity of small businesses in Washington by connecting them with larger firms engaged in WSDOT construction and consulting projects. Since its launch in 2018, more than 130 protégés have participated in this program.

The Program was originally launched in March 2018 through a partnership between WSDOT, the American Council of Engineering Companies (ACEC), and the Associated General Contractors of Washington (AGC), with Thor Construction serving as program manager. In April 2019, it was relaunched as the Capacity Building Mentorship Program in partnership with Sound Transit, ACEC, AGC, and the Washington Minority Business Development Agency (MBDA) Business Center.

On June 30, 2025, the WA MBDA Business Center closed. To ensure continuity, WSDOT hired CORE Strategists to manage the program during this period. We expect that a long-term CBMP program administrator will begin on December 01, 2025.

2. Since its inauguration, the Program has promoted building relationships and expanding contracting opportunities as the most effective way to strengthen the capacity of Small Businesses, as defined in 49 CFR Part 26.39.
4. The Parties share similar goals regarding increasing Small Business capacity and ability to gain work and seek to advance those goals by establishing specific protocols for developing, implementing, delivering, and expanding the Program.

Now therefore, pursuant to chapter 39.34 RCW, 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 for WSDOT to act as a pass-through agency for CBMP administration funds and to define the terms and conditions for work performed to support implementing the CBMP as a race-neutral Program that will address more inclusive competition.

2. STATEMENT OF WORK

- 2.1 The Parties shall furnish the necessary personnel, equipment, material and/or service(s) and

otherwise do all things necessary for or incidental to the performance of work set forth in **Exhibit "A"** attached and incorporated herein.

3. PERIOD OF PERFORMANCE

3.1 Subject to its other provisions, this Agreement's performance period shall commence on January 01, 2026, regardless of date of execution, and be completed on December 30, 2027, unless terminated sooner as provided in this Agreement or extended through a properly executed amendment.

4. COSTS, PAYMENT, AND BILLING

4.1 All Parties agree to reimburse WSDOT for the costs allowed under this Agreement.

4.2 Compensation from the Parties shall be provided in accordance with this Agreement, which has been established under the terms of chapter 39.34.130 RCW. The Parties have estimated that the total cost of accomplishing the work herein will be \$365,000.00 over the duration of the agreement. Payment for satisfactory performance of the work shall not exceed this amount unless the Parties mutually agree to a higher amount prior to the commencement of any work, which will cause the maximum payment to be exceeded.

4.3 For compensation for services and the breakdown of payments between the Parties, see **Exhibit "A"** attached and incorporated herein.

5. BILLING PROCEDURES

5.1 WSDOT shall submit quarterly invoices to the Parties representing invoiced services performed by the CBMP Administrator. The invoice percentages and totals will reflect each Party's contract contribution as noted in section 4.3. Due to the variation in each Party's fiscal year, invoice percentages may vary with prior approval of the affected parties.

5.2 Parties shall reimburse WSDOT via check, warrant, or account transfer within 30 days of receipt of the invoice. A payment will not constitute agreement as to the appropriateness of any item, and at the time of final invoice, the Parties will resolve any discrepancies.

6. FUNDING CONTINGENCY

6.1 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, WSDOT may:

- a. Terminate this Agreement with (thirty) (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.
- b. Renegotiate the terms of the Agreement under those new funding limitations and conditions.
- c. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables.
- d. Pursue such other alternative as the Parties mutually agree to writing.

7. AMENDMENT

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

8. ASSIGNMENT

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

9. ASSURANCES

9.1 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.

10. CONTRACT MANAGEMENT

10.1 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 can be modified in writing (with email being acceptable) and without the need to amend the agreement.

The Contract Manager for WSDOT:	The Contract Manager for Sound Transit:
(Michael Carpenter, Technical Services Manager 310 Maple Park Ave SE 98504 Phone: 360-522-0848 E-Mail: michael.carpenter@wsdot.wa.gov	(Contract Manager's Name & Title) (Contract Manager's Address) Phone: () E-Mail:
The Contract Manager for the City of Seattle:	The Contract Manager for King County:
(Contract Manager's Name & Title) (Contract Manager's Address) Phone: () E-Mail:	(Contract Manager's Name & Title) (Contract Manager's Address) Phone: () E-Mail:

11. DISPUTES

11.1 The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of the hierarchy. To this end, following the dispute resolution process shown below shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:

- a. The representative, as shown herein designated in this Agreement, shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. The representatives shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The representatives shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.
- b. According to this Section, a Party's representative shall notify the other Parties in writing of any dispute or issue the representative believes may require formal resolution. The

representatives shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.

- c. If the representatives cannot resolve the dispute or issue, the Parties' Director or their respective designees shall meet and engage in good faith negotiations to resolve the dispute.
- d. Suppose the Parties' Director or their respective designees cannot resolve the dispute or issue. In that case, the Parties shall each appoint a member to a Dispute Board. The board shall conduct a dispute resolution hearing that shall be informal and unrecorded.

12. GOVERNING LAW AND VENUE

12.1 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 Superior Court for Thurston County.

13. INDEPENDENT CAPACITY

13.1 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 not considered for any purpose to be employees or agents of the other Party.

14. MAINTENANCE OF RECORDS

14.1 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 all Parties, other personnel duly authorized by the Parties, the Office of the State Auditor, and federal officials so permitted by law. All materials relevant to this Agreement will be retained for six years after the expiration or termination of the Agreement.

14.2 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.

14.3 Records and other documents, in any medium, furnished by the Parties to this Agreement will remain the property of the furnishing Party unless otherwise agreed. Other Parties will not disclose or make available any confidential information to any third parties without first giving notice to all Parties and giving each a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to ensure that records and documents provided by all Parties 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.

14.4 This Section shall survive the expiration or termination of this Agreement.

15. ORDER OF PRECEDENCE

15.1 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.

16. RESPONSIBILITIES OF THE PARTIES

16.1 Each Party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. None of the Parties assumes any responsibility to the other Parties for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a party to this Agreement.

17. SEVERABILITY

17.1 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.

18. TERMINATION

18.1 This Agreement may be terminated without penalty or further liability as follows:

18.1.1 Termination for Convenience

This Agreement may be terminated for convenience by a Party at any time. A Party shall issue the notice of intent to terminate for convenience in writing no less than thirty (30) working days in advance of termination. The Party terminating for convenience shall not be liable to any other Party for any direct, indirect, or consequential damages arising solely from the termination of this Agreement.

18.1.2 Termination for Cause

This Agreement may be terminated for cause by any Party if any other Party does not fulfill its obligations under this Agreement in a timely and proper manner or if the other Party violates any of the terms and conditions of this Agreement. A Party shall issue the notice of intent to terminate for cause in writing, and the Party in violation 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.

18.1.3 Termination for Withdrawal of Authority

WSDOT may terminate this Agreement in the event WSDOT's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement. WSDOT shall issue the notice of intent to terminate for withdrawal of authority in writing no less than twenty (20) calendar days in advance of termination. No penalty shall accrue to WSDOT in the event termination under this Section is exercised. This Section shall not be construed to permit WSDOT to terminate this Agreement in order to acquire similar services from a third party.

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

18.3 Upon one Party's termination of this Agreement under this Section, the remaining parties, at their option, may elect to continue the Agreement. In this case, the parties shall negotiate and enter into a contract amendment to remove parties and adjust the terms of this Agreement as appropriate.

19. ALL WRITINGS CONTAINED HEREIN

19.1 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.

20. COUNTERPARTS AND ELECTRONIC SIGNATURE

20.1 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.

Sound Transit	Washington State Department of Transportation
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:
Approved as to Form Sound Transit	
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:
City of Seattle	Port of Seattle
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:
Approved as to Form City of Seattle	
King County	
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:
Approved as to Form King County	
By:	By:
Printed:	Printed:
Title:	Title:
	Date:

GCC1085 Exhibit A Budget & Benchmarks

A. Compensation for services in GCC1085 is incorporated herein. The breakdown of payments between the Parties is as follows:

Party	Contribution: Not to exceed.
WSDOT	\$200,000.00
Sound Transit	\$75,000.00
King County	\$40,000.00
Port of Seattle	\$40,000.00
City of Seattle	\$10,000.00

B. Staffing commitments are incorporated herein.

Party	Anticipated Monthly Staffing Commitments
WSDOT	8 hours
Sound Transit	8 hours
City of Seattle	8 hours
King County	8 hours
Port of Seattle	8 hours

C. CBMP partnership aspirational benchmarks concerning financial contributions are incorporated herein.

Party	Financial contribution (two years)	Contribution by percent	Benchmark Number of Mentor-protégé partnerships (two-year period)		
			60* pairs	50* pairs	40* pairs
WSDOT	\$200,000	55 percent	21*	16*	14*
Sound Transit	\$75,000	20 percent	18*	15*	12*
City of Seattle	\$10,000	3 percent	3*	3*	2*
King County	\$40,000	11 percent	9*	8*	6*
Port of Seattle	\$40,000	11 percent	9*	8*	6*

*dependent on mentor and protégé availability.

GCC1085 Exhibit A Budget & Benchmarks

D. Benchmarks to measure CBMP success.

Measured Indicator (Protégé)	Benchmarks: To be measured at Cohort start and completion
Business confidence	At least 80 percent feel their business is more substantial.
Contracts	At least 50 percent received a CBMP-related contract.
Contracting revenue	At least 30 percent saw an increase in revenue.
Bonding levels	At least 20 percent increased bonding capacity.
NAICS	At least 20 percent added a new NAICS.
Business growth	At least 20 percent hired an additional full-time worker.
OMWBE certifications	At least 20 percent gained additional certifications.
Additional indicators and benchmarks may be incorporated into the program as agreed upon by the parties.	