

**AGREEMENT BETWEEN TACOMA AND COMMUNITIES
FOR A HEALTHY BAY REGARDING STATE
REIMBURSEMENT FOR ELECTRIC BOAT**

This Agreement is entered into by the City of Tacoma, and Communities for a Healthy Bay, a Washington nonprofit corporation, jointly referred to as the "Parties."

RECITALS

WHEREAS, the Washington State Legislature in Engrossed Substitute House Bill ("ESHB") 2134 included funding in the amount of \$982,000.00 from the Move Ahead WA – Capital Projects allocation in the 2023-2025 Supplemental Transportation Budget for Communities for a Healthy Bay ("CHB") to purchase an electric boat to continue to actively engage in ground and on-water research to identify solutions for addressing environmental challenges, and

WHEREAS, on January 23rd, 2025, the Washington State Department of Transportation ("WSDOT") as the State agency responsible for disbursement of the Move Ahead WA ("MAWA") – Capital Projects allocation in the 2023-2025 Supplemental Transportation Budget, provided Tacoma as the logical local agency with an award letter for the CHB funding, and

WHEREAS, recognizing the great regional benefit from CHB utilizing an electric boat to continue to actively engage in ground and on-water research to identify solutions for addressing environmental challenges, Tacoma is willing to serve as the local agency conduit for State reimbursement of the cost, up to \$982,000.00 of the cost of CHB's electric boat, and

WHEREAS, Tacoma is acting only as a reimbursement conduit and is not funding, contracting for, or undertaking any responsibility or liability for the purchase of the electric boat and acquires none through this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual benefits contained herein, the Parties do hereby agree as follows:

AGREEMENT

I. **INCORPORATION OF RECITALS.** Each of the recitals set forth above is incorporated into this Agreement as though fully set forth herein.

II. **PURPOSE.** The purpose of this Agreement is to fulfill the conditions of the MAWA funding for CHB to purchase an electric boat included in the State's 2024 Supplemental Transportation Budget and provide for the transfer by Tacoma to CHB of the reimbursement funds received from WSDOT for that purpose.

III. CHB RESPONSIBILITIES. CHB will purchase an electric boat meeting the requirements in the MAWA-funded 2024 State Supplemental Transportation Budget specifically “an electric patrol boat to continue to actively engage in ground and on-water research to identify solutions for addressing environmental challenges.” CHB will develop and provide to Tacoma it’s invoice for purchase of the boat and a Compliance Report explaining how the purchase complies with the State requirements in form and substance acceptable to WSDOT including any required revisions.

IV. TACOMA RESPONSIBILITIES. Tacoma will execute the MAWA-funded 2024 State Supplemental Transportation Budget scoping letter to WSDOT for CHB’s boat purchase and will upon receipt from CHB submit the complete reimbursement package including CHB invoice(s) and Compliance Report to WSDOT. Upon receipt of reimbursement from WSDOT, Tacoma will disburse the WSDOT reimbursement funds to CHB through its ordinary payment process.

V. DURATION OF AGREEMENT. Except as provided herein regarding the Hold Harmless and Indemnity in Section VI, this Agreement shall terminate upon Tacoma’s payment of the WSDOT reimbursement funds to CHB.

VI. HOLD HARMLESS AND INDEMNITY AGREEMENT. CHB (the Indemnitor) agrees to defend, indemnify and save harmless Tacoma (the Indemnitee), it’s council members, officers, agents and employees, from and against all loss or expense including, but not limited to, judgments, settlements, attorney’s fees and costs arising in any manner from this Agreement, except for the injuries, penalties and damages caused by the sole negligence or wrongful conduct of the Indemnitees. Such claims for damages or other relief include but are not limited to penalties imposed by any agency of the state or federal government for failure to comply with applicable law in the performance of this Agreement.

VII. ENTIRE AGREEMENT. This Agreement contains the Parties’ entire understanding with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

CITY OF TACOMA,
a Washington Charter City

COMMUNITIES FOR A HEALTHY BAY, INC,
a Washington limited liability company

By _____
Tanya Carter, Director of
Community and Economic
Development

By _____
Melissa Malott
CEO

Countersigned:

Andy Cherullo, Director of Finance

Approved as to form:

Steve Victor
Chief Deputy City Attorney