MASTER INTERLOCAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between SOUTHWEST WASHINGTON REGIONAL TRANSPORTATION COUNCIL, (hereinafter "RTC"), a metropolitan planning organization established under federal law and regional transportation planning organization established pursuant to state law, and created by interlocal agreement effective July 1, 1992, and C-TRAN, a Public Transit Benefit Authority duly organized pursuant to the laws of Washington, (hereinafter, "C-TRAN").

WHEREAS, RTC and the C-TRAN entered into an Agreement with the Washington State Department of Transportation to define mutual responsibilities for fulfilling federal and state mandated regional transportation planning responsibilities in Clark County, and in so doing agreed to enter into additional work agreements, when needed, to complete mutually identified transportation planning studies and project development activities; and

WHEREAS, RTC and C-TRAN find it mutually advantageous to utilize the other's personnel and expertise when appropriate to increase efficiency; and

WHEREAS, the parties have the necessary personnel and expertise in combination and are willing to do said work for one another in consideration of the mutual covenants and agreements herein contained and pursuant to RCW 39.34.080, as applicable;

WHEREAS, this AGREEMENT has been authorized by the respective governing bodies of the RTC and C-TRAN; now, therefore,

IT IS COVENANTED AND AGREED as follows:

1. The purpose of this AGREEMENT is to maximize the resources and expertise of the parties to increase efficiency in transportation planning.

2. RTC or C-TRAN shall provide one another those transportation planning services as requested of one another in work orders to implement this AGREEMENT to the same standards provided by RTC or the C-TRAN in their respective capacities.

3. Each work order shall set forth the scope of work, rate of compensation, not to exceed amount, and timelines for completion for each project.

4. Such work orders shall be executed by the parties administrative agents, or designees, specified in this AGREEMENT:

For C-TRAN:

Executive Director/CEO

For RTC:

Executive Director

5. This AGREEMENT will be utilized by RTC and C-TRAN.

6. Each party requesting service, covenants by executing a work order pursuant to this AGREEMENT that its requests for service are currently or will be budgeted for that party and for that service.

7. All costs to party providing service for its labor assigned contractors and administrative expenses shall be recovered under a reimbursable work requisition number. All cost estimates shall include appropriate administrative overhead rates, applicable sales and business and occupation taxes, applicable liability insurance charges, and actual charges. Costs shall include actual direct labor and usage charges and any applicable overhead.

8. Upon completion of each reimbursable work requisition or at monthly intervals, the party requesting service agrees to process payment for the party providing service, the amount of the costs under the work order within 30 days of invoice. Both parties shall endeavor to timely pay all bills for service.

9. Both parties agree that in the performance of this AGREEMENT they shall comply with the provisions of RCW 39.34.080, as applicable.

10. Both parties agree that in the performance of this AGREEMENT they shall comply with all other applicable local, state and federal laws.

11. It is understood and agreed that each party will be responsible for its own negligence and will, to the extent of its negligence, indemnify and hold harmless the other party from any and all claims, losses, or causes of action, suits and actions in equity of any kind.

12. Each party agrees to hold the other party harmless from any and all bodily injury claims brought by employees of that party and expressly waives its immunity under the Ch 51 RCW, the Industrial Insurance Act, as to these claims which are brought against the other party; provided, that if RTC and C-TRAN are both found to be negligent, each party's duty to indemnify shall be limited to the extent of its negligence. The RTC and C-TRAN waive transfer of rights of recovery (subrogation) against each other, their agents, representatives, directors, officers and employees for any claim arising out of acts, errors, mistakes, omissions in the provision of work or services under this AGREEMENT.

13. It is understood and agreed between the parties that this AGREEMENT shall not be assigned, transferred or any portion subcontracted hereunder by the either party without the prior written permission of the other party.

14. Any notices to be given under this AGREEMENT shall be delivered postage repaid and addressed to:

To RTC:

Regional Transportation Council
PO Box 1366
Vancouver, WA 98666-1366
Attn: Executive Director

To C-TRAN:

C-TRAN
P.O. Box 2529
Vancouver, Washington 98668-2529
Attn: Executive Director/CEO

15. This AGREEMENT is intended for the benefit of the parties and is not intended to create third party beneficiaries.

16. The term of this AGREEMENT is for five (5) years from the date of execution by both parties. Either party may terminate this AGREEMENT upon sixty (60) days written notice. The parties agree to reimburse one another for the cost of services provided through the date of termination of this AGREEMENT.

17. This AGREEMENT is entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Section 1. Its term or duration is as specified in Section 16. Its method of termination is set forth in Section 16. Its manner of financing is described in Sections 2-8. No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

18. The parties agree that there shall be two (2) signed originals of this AGREEMENT procured and distributed for signature by the necessary officials of RTC and C-TRAN. Upon execution, a copy of the executed original of this Agreement shall be posted on both parties' websites within ten (10) days of execution. Upon posting of the executed copies of this Agreement on both parties' websites, each signed original shall constitute an Agreement binding upon the RTC and C-TRAN.

19. Acts taken in conformity with this AGREEMENT prior to its execution and filing are hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties have set their hands this 25th day of March, 2015.

FOR SOUTHWEST WASHINGTON
REGIONAL TRANSPORTATION COUNCIL

By: _____
Matt Ransom, Executive Director

Approved as to form:

By: _____
Ted H. Gathe, RTC General Counsel

FOR C-TRAN,
a Washington public transit benefit authority

By: _____
Jeff Hamm, Executive Director/CEO

Approved as to form:

By: _____
Tom Wolfendale, C-TRAN Attorney

Agenda Item VI
Resolution 03-15-04

STAFF REPORT/RESOLUTION

TO: Southwest Washington Regional Transportation Council Board of Directors

FROM: Matt Ransom, Executive Director

DATE: February 24, 2015

SUBJECT: **RTC – C-TRAN Master Interlocal Services Agreement, Resolution 03-15-04**

AT A GLANCE - *ACTION*

The RTC is authorized to contract on a fee-for-service basis with member agencies to provide specialty and project management services. RTC and C-TRAN are proposing to enter into a Master Interlocal Services Agreement (Agreement) to establish a contracting relationship. Approval of the Agreement establishes a contract and framework for accomplishing mutually beneficial work efforts.

INTRODUCTION

The Southwest Washington Regional Transportation Council (RTC) was organized in 1992 through an Interlocal Agreement among signatory (member) agencies. The Interlocal Agreement provides that RTC may contract on a fee-for-service basis with parties to the agreement and with non-party agencies and private entities which will provide special services.

The Year 2015 Work Program for the RTC provides that RTC will seek opportunities for regional partnership and collaboration, and fee-for-service project management relationships. The proposed Master Interlocal Services Agreement (Agreement) between RTC and C-TRAN would provide a formal contracting mechanism to accomplish work order(s) and reimbursement for services rendered. RTC and C-TRAN find it mutually advantageous to utilize the other's personnel and expertise, when appropriate, to increase efficiency and provide specialty transportation planning and project management services.

Adoption of Resolution 03-15-04 provides a contracting relationship between RTC and C-TRAN to accomplish defined work order(s) and to provide reimbursement for services rendered.

POLICY IMPLICATION

Upon approval of the Resolution and the Master Interlocal Services Agreement, the executive officers of each agency may enter into work orders and seek reimbursement for services rendered.

BUDGET IMPLICATION

None. Each party requesting service, covenants by executing a work order pursuant to the Agreement, that it has (or will) have sufficient resources to reimburse the other party for services rendered.

ACTION REQUESTED

Adoption of Resolution 03-15-04 authorizes the Executive Director to sign the Master Interlocal Services Agreement between RTC and C-TRAN.

ADOPTED this 3rd day of March 2015, by the Southwest Washington Regional Transportation Council.

SOUTHWEST WASHINGTON
REGIONAL TRANSPORTATION COUNCIL

Melissa Smith
Chair of the Board

ATTEST:

Matt Ransom
Executive Director

Attachment: Master Interlocal Services Agreement