



STAFF REPORT/RESOLUTION

TO: Southwest Washington Regional Transportation Council Board of Directors
FROM: Matt Ransom, Executive Director
DATE: May 31, 2016 
SUBJECT: **RTC – Clark County Master Interlocal Service Agreement,
Resolution 06-16-13**

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 Clark County 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 2016 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 Service Agreement (Agreement) between RTC and Clark County would provide a formal contracting mechanism to accomplish work order(s) and reimbursement for services rendered. RTC and Clark County 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 06-16-13 provides a contracting relationship between RTC and Clark County to accomplish defined work order(s) and to provide reimbursement for services rendered. The Clark County Council ratified this Agreement at their meeting on May 10, 2016.

POLICY IMPLICATION

Upon approval of the Resolution and the Master Interlocal Service 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 06-16-13 authorizes the Executive Director to sign the Master Interlocal Service Agreement between RTC and Clark County.

ADOPTED this _____ day of _____ 2016,
by the Southwest Washington Regional Transportation Council.

SOUTHWEST WASHINGTON
REGIONAL TRANSPORTATION COUNCIL

ATTEST:

Jack Burkman
Chair of the Board

Matt Ransom
Executive Director

Attachment: Master Interlocal Services Agreement

MASTER INTERLOCAL SERVICE 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 CLARK COUNTY, a subdivision of the State of Washington duly organized pursuant to the laws of Washington, (hereinafter, "CLARK COUNTY").

WHEREAS, RTC and CLARK COUNTY agree to enter into additional work agreements, when needed, to complete mutually identified transportation planning studies and project development activities; and

WHEREAS, RTC and CLARK COUNTY 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 CLARK COUNTY; 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 CLARK COUNTY 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 CLARK COUNTY 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 party's administrative agents, or designees, specified in this AGREEMENT:

For CLARK COUNTY:

DEPARTMENT DIRECTORS (specifically: Public Works, Community Planning, Community Development, Economic Development) or as designated by the County Manager.

For RTC:

EXECUTIVE DIRECTOR

5. This AGREEMENT will be utilized by RTC; and, CLARK COUNTY.

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. The RTC and CLARK COUNTY 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 to the extent covered by a policy of insurance and not a violation of this policy.

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 CLARK COUNTY:

CLARK COUNTY
P.O. Box 5000
Vancouver, Washington 98666-5000
Attn: County Manager

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. The terms of paragraphs 11 and 12 will survive for three years following termination.

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 CLARK COUNTY. 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 CLARK COUNTY.

19. The venue for any action arising under the terms of this AGREEMENT is the Superior Court of Clark County, Washington

20. 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 ____ day of _____, 2016.

FOR SOUTHWEST WASHINGTON
REGIONAL TRANSPORTATION COUNCIL

By: _____
Matt Ransom, Executive Director

Approved as to Form Only:

By: _____
Ted H. Gathe, RTC General Counsel

FOR CLARK COUNTY,
A subdivision of the State of Washington

By: _____
Mark McCauley, Acting County Manager

Approved as to Form Only:

ANTHONY F. GOLICK, Prosecuting Attorney

By: _____
Deputy Prosecuting Attorney