



STAFF REPORT/RESOLUTION

TO: Southwest Washington Regional Transportation Council Board of Directors
FROM: Matt Ransom, Executive Director
DATE: December 22, 2017 
SUBJECT: **Master Interlocal Services Agreement: RTC and the Port of Hood River, Resolution 01-18-01**

AT A GLANCE - ACTION

The RTC is authorized to contract on a fee-for-service basis with member and non-member agencies to provide specialty and project management services. RTC and the Port of Hood River 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 2018 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 the PORT OF HOOD RIVER would provide a formal contracting mechanism to accomplish work order(s) and reimbursement for services rendered. RTC and the PORT OF HOOD RIVER 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 01-18-01 provides a contracting relationship between RTC and the PORT OF HOOD RIVER 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 01-18-01 authorizes the Executive Director to sign the Master Interlocal Services Agreement between RTC and the PORT OF HOOD RIVER.

ADOPTED this _____ day of _____ 2018,
by the Southwest Washington Regional Transportation Council.

SOUTHWEST WASHINGTON
REGIONAL TRANSPORTATION COUNCIL

ATTEST:

Ron Onslow
Chair of the Board

Matt Ransom
Executive Director

Attachment: Master Interlocal Services Agreement

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 the PORT OF HOOD RIVER, an Oregon Municipal Corporation duly organized pursuant to the laws of Oregon, (Hereinafter, "PORT").

WHEREAS, RTC and the PORT OF HOOD RIVER individually lack adequate personnel for each to do all required transportation planning work alone and seek 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 are authorized to enter into this AGREEMENT pursuant to Ch. 39.34 RCW and specifically 39.34.020 and 39.34.080, as applicable and ORS 279A.055;

WHEREAS, this AGREEMENT has been authorized by the respective governing bodies of the RTC and the PORT OF HOOD RIVER; 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 the PORT OF HOOD RIVER 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 PORT 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 by the administrative agents, or designees, specified in this AGREEMENT:

For the PORT:

Executive Director, Port of Hood River;

For RTC:

Executive Director, Southwest Washington Regional Transportation Council

5. This AGREEMENT will be utilized by the PORT OF HOOD RIVER and RTC.

6. Each party requesting service covenants by executing a work order pursuant to this AGREEMENT that its requests for service are within the annual budget for that party or department 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, the party requesting service agrees to pay 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 and ORS Chapter 279, 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 law, as to these claims which are brought against the other party; provided, that if RTC and the PORT OF HOOD RIVER are both found to be negligent, each party's duty to indemnify shall be limited to the extent of its negligence. The RTC and the PORT OF HOOD RIVER 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 prepaid and addressed to:

To RTC:

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

To PORT OF HOOD RIVER:

PORT OF HOOD RIVER
1000 E Port Marina Dr.
Hood River, OR 97031
Attn: Executive Director

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 and ORS 190.110. 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 the PORT OF HOOD RIVER. 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 the PORT OF HOOD RIVER.

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 ____ day of _____, 2018.

FOR SOUTHWEST WASHINGTON
REGIONAL TRANSPORTATION COUNCIL

By: _____
Matt Ransom, Executive Director

Approved as to form:

By: _____
Ted H. Gathe, RTC General Counsel

FOR PORT OF HOOD RIVER,
an Oregon Municipal Corporation

By: _____
Michael McElwee, Executive Director

Approved as to form:

By: _____
Jerry Jaques, Port Legal Counsel