

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

Skagit Council of Governments

AND

Skagit County Hospital District No.1

THIS AGREEMENT is made and entered into by and between SKAGIT COUNCIL OF GOVERNMENTS (SCOG) and SKAGIT COUNTY PUBLIC HOSPITAL DISTRICT NO. 1, a Washington municipal corporation doing business as SKAGIT VALLEY HOSPITAL (hereinafter called "SVH") , pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE.

The purpose of this agreement is to contract with SVH for services relating to a scope of work for regional nonmotorized support as described in Exhibit "A".

2. RESPONSIBILITIES.

2.1 SVH Responsibilities.

A. Staffing. SVH shall associate, employ or engage staff to provide the contract services. Contractor shall engage, at its expense and subject to the terms of this Agreement, said staff to satisfy the terms of this Agreement. Any replacement shall be subject to the prior written approval of SCPHD. Staff will have the training and experience related to the Scope of Work outlined in Exhibit A, and will have regular evaluations relative to the required skills, and performance required by this project.

B. Documentation. SVH verifies:

The SVH employee(s) performing the work under this contract meets the educational prerequisites, as provided to SVH by SCOG, and SVH has conducted a WSP criminal background check.

C. Services. Services to be performed are set forth in Exhibit A, Scope of Work, attached hereto and incorporated by reference.

2.2 SCOG Responsibilities. SCOG shall pay SVH according to the compensation schedule set forth in Exhibit "B".

3. TERM OF AGREEMENT. The term of this Agreement shall be from April 18, 2012 through January 31, 2013.

4. MANNER OF FINANCING. SCOG shall pay SVH according to Exhibit "B" Compensation.

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

5.1 SCOG representative shall be James Mastin
Skagit Council of Governments
204 W. Montgomery
Mount Vernon, WA 98273
Telephone No.: (360) 416-7876

5.2 SVH's representative shall be Liz McNett Crowl
Skagit Valley Hospital
1415 East Kincaid St.
P.O. Box 1376
Mount Vernon, WA 98273-1376
Telephone No.: (360) 420-2331

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees, to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the SCOG by reason of entering into this contract except as expressly provided herein.

8. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so 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.

9. CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS: The Agreement may be changed, modified, amended or waived only by written agreement

executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

12. OTHER PROVISIONS.

12.1. Confidentiality. Any financial or proprietary information acquired by SCOG or SVH, concerning the other, during the term of this Agreement is to be treated confidentially, unless otherwise required by law. SCOG and SVH obligation to not disseminate, unless otherwise required by law, such information shall continue notwithstanding the termination of this Agreement.

12.2 Certification Regarding Suspension and Debarment. By contract signature, the contractor certifies it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

12.3 BILLING AND REIMBURSEMENT PROCEDURES

SVH shall submit requests for reimbursement at least quarterly, but no more often than once per month. Accompanying each invoice will be copies of biweekly payroll records, showing all staff hours billed to SCOG for the invoice period. SVH shall submit an itemized report from their financial system detailing all expenses charged to SCOG for the invoice period.

12.4 FEDERAL GRANT REQUIREMENTS

OMB Circular A-87 applies to this program (*Cost Principles for State, Local and Indian Tribal Governments*). OMB Circular No. A-102 applies to this program (*Common Rule, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments*). This program is excluded from coverage under OMB Circular No. A-110 (*Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations*).

Code of Federal Regulations 45 CFR Part 92 applies to this program.

12.5 AUDITS

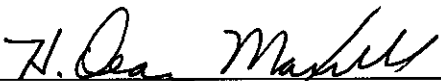
In accordance with the provisions of OMB Circular No. A-133 (Revised, June 27, 2003), "Audits of States, Local Governments, and Non-Profit Organizations," nonfederal entities that expend financial assistance of \$500,000 or more in Federal awards will have a single or a program-specific audit conducted for that year. Nonfederal entities that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year, except as noted in Circular No. A-133.

12.6 RECORDS

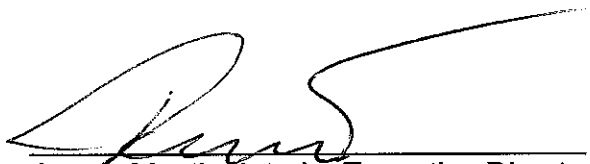
Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement must be kept readily available for review by personnel authorized to examine the agreement documentation. Financial records, supporting documents, statistical records, and all other records pertinent to this Agreement shall be retained for a minimum of 3 years, or until completion and resolution of any audit in process or pending resolution. In all cases records must be retained until resolution of any audit questions.

IN WITNESS WHEREOF, the parties have executed this Agreement this 18th day of April, 2012.

GOVERNMENT AGENCY:
SKAGIT REGIONAL TRANSPORTATION PLANNING ORGANIZATION



Mayor Dean Maxwell, City of Anacortes
Chair Skagit Regional Transportation Planning Organization



James Mastin, Interim Executive Director
Skagit Council of Governments

GOVERNMENT AGENCY:
SKAGIT COUNTY PUBLIC HOSPITAL DISTRICT #1



CEO Gregg Davidson, Skagit Regional Health

Attention: Grace Gordon
Skagit Valley Hospital
Risk Management
1415 East Kincaid St.
P.O. Box 1376
Mount Vernon, WA 98273-1376

EXHIBIT "A"

SCOPE OF WORK

SVH shall perform the following activities:

- Regional management support for non-motorized transportation to SCOG members and partners (\$38,000: RTPO/STP-R/FHWA/FTA)
 - Support for Regional Non-Motorized Plan
 - Management of Active Community Task Force (ACT)
 - Technical assistance: Safe Routes to School, Complete Streets, Active Community Environments, Bicycle Friendly Communities and non-motorized planning
 - Provide assistance in identifying opportunities and seeking non-motorized grant funding, including grant writing assistance
 - Community development assistance
 - Coordinate and update regional non-motorized corridor identification and maps
 - Coordinate with Skagit County and other stakeholders to implement UGA Open Space Plan, limited to elements that pertain to non-motorized transportation

- Miscellaneous: (\$18,000)
 - Conduct two Extended-Region Trail Stakeholders meetings (Farmhouse/NSCCP)
 - Lead Bicycle Economic Impact Study (RTPO/FHWA)
 - Conduct Skagit County bicycle summit (Farmhouse/NSCCP)
 - Work with stakeholders to determine the feasibility Centennial Trail Phase 1 and Highway 20 Trail Extension (RTPO/STP-R)
 - Convene community stakeholders to determine feasibility of active transportation promotion and outreach (RTPO)
 - Administrative support: mileage, meeting and conference support (RTPO)

EXHIBIT "B"

COMPENSATION

Maximum contract consideration shall not exceed \$56,000.

- Compensation for the period of April 18, 2012 through January 31, 2013 shall not exceed \$56,000.

Contractor shall bill at least quarterly but no more than monthly for the actual cost incurred in the performance of this contract. Compensation to the contractor shall not exceed the actual cost of the performance of this contract. Contractor shall not be paid on a 1/12th basis.

Invoices will be approved upon receipt of appropriate documentation and review of services provided as detailed in Exhibit "A" Scope of Work, and in accordance with section 12.4 BILLING AND REIMBURSEMENT PROCEDURES.

Funding for this activity is provided by SCOG through various State /Federal grants. In the event SCOG has the funding related to this contract reduced or withdrawn, this contract shall be changed accordingly.

Interlocal Cooperative Agreement – Addendum

The Interlocal Cooperative Agreement between Skagit Council of Governments and Skagit County Hospital District No. 1, dated April 18, 2012, is hereby amended to include the following federal award information relevant to the agreement.

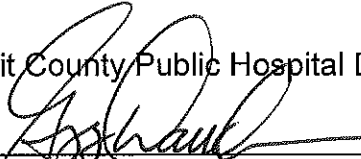
CFDA Title: Highway Planning and Construction
CFDA Number: 20.205
Award Name: Surface Transportation Program - Regional
Award Number: STPR Z929(002)
Federal Agency: US Department of Transportation

Subrecipients expending \$500,000 or more in federal awards during the subrecipient's fiscal year are required to have an audit conducted in accordance with Office of Management and Budget (OMB) Circular A-133.

Subrecipients of federal funds are also required to follow the Uniform Administrative Requirements (A-102 or 2 CFR Part 215) and Cost Principles (2 CFR Part 220, 2 CFR Part 225 or 2 CFR Part 230) as required for the subrecipient's entity type.

Please sign below to acknowledge receipt of the federal award information and return one copy to the Skagit Council of Governments.

Skagit County Public Hospital District #1



CEO Gregg Davidson, Skagit Regional Health

12/03/2012
Date

Skagit Council of Governments



Kevin Murphy, Executive Director

12-4-2012
Date

INTERLOCAL COOPERATIVE AGREEMENT – ADDENDUM 2

The Interlocal Cooperative Agreement between Skagit Council of Governments and Skagit County Hospital District No. 1, dated April 18, 2012, is hereby amended to include the following information relevant to the agreement:

3. TERM OF AGREEMENT. The term of this Agreement shall be extended from April 18, 2012 through December 31, 2013.

5.1 SCOG representative shall be:

Kevin Murphy, Executive Director
Skagit Council of Governments
204 W. Montgomery
Mount Vernon, WA 98273

TELEPHONE NO.: (360) 416-7871

EXHIBIT “A”: SCOPE OF WORK

SVH shall perform the following activities:

Regional management support for non-motorized transportation to SCOG members and partners: \$56,000 (RTPO/STP-R/FHWA/FTA)

- Technical assistance: Safe Routes to School, Complete Streets, Active Community Environments, Bicycle Friendly Communities, Walking Friendly Communities and non-motorized planning

Miscellaneous: (\$20,000)

- Conduct two Extended-Region Non-motorized Stakeholders meetings. Plan and conduct follow up meetings or activities as needed (Farmhouse/NSCCP)
- Determine feasibility of Bicycle Economic Impact Study (RTPO/FHWA)
- Work with stakeholders to determine the feasibility and plan (as appropriate) for Centennial Skagit-Snohomish connection, Centennial Trail Phase 1, Highway 20 to Cascade Trail extension (RTPO/STP-R)
- Provide support for the US Bike Route System harmonizing, development and implementation in Skagit County and extended region.
- Administrative support: mileage, meeting and conference support (RTPO)
 - Attend 2013 National Safe Routes to School Conference

EXHIBIT “B” COMPENSATION

- Compensation for the period of April 18, 2012 through December 31, 2013 is increased from an amount not to exceed \$56,000 to an amount not to exceed \$76,000.



GOVERNMENT AGENCY:

Skagit Sub-Regional Transportation Planning Organization

Mayor Dean Maxwell, City of Anacortes
Chair, Skagit Sub-RTPO

1/16/13

Date

Kevin Murphy, Executive Director
Skagit Council of Governments

1-16-2013

Date

GOVERNMENT AGENCY:

SKAGIT COUNTY PUBLIC HOSPITAL DISTRICT #1

CEO Gregg Davidson
Skagit Regional Health

1/24/2013

Date

INTERLOCAL COOPERATIVE AGREEMENT – ADDENDUM 3

The Interlocal Cooperative Agreement between Skagit Council of Governments and Skagit County Hospital District No. 1, dated April 18, 2012, is hereby amended to include the following information relevant to the agreement:

3. **TERM OF AGREEMENT.** The term of this Agreement shall be extended from December 31, 2013 through April 30, 2014.

5.1 SCOG representative shall be:

Kevin Murphy, Executive Director
Skagit Council of Governments
204 W. Montgomery
Mount Vernon, WA 98273

TELEPHONE NO.: (360) 416-7871

EXHIBIT "A": SCOPE OF WORK

SVH shall perform the following activities:

Regional management support for non-motorized transportation to SCOG members and partners: \$76,000

- Support the development of the Regional Non-Motorized Plan
- Management of the Active Community Task Force (ACT)
- Technical assistance: Safe Routes to School, Complete Streets, Active Community Environments, Bicycle Friendly Communities, Walking Friendly Communities and non-motorized planning
- Provide assistance in identifying opportunities and seeking non-motorized grant funding, including grant writing assistance
- Coordinate and update regional non-motorized corridor identification and maps
- Coordinate with Skagit County and other stakeholders to implement UGA Open Space Plan, limited to elements that pertain to non-motorized transportation

Miscellaneous: (\$20,000)

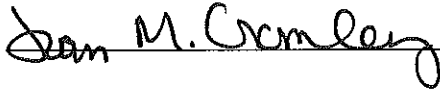
- Conduct two Extended-Region Non-motorized Stakeholders meetings. Plan and conduct follow up meetings or activities as needed (Farmhouse/NSCCP)
- Work with stakeholders to determine the feasibility and plan (as appropriate) for Centennial Skagit-Snohomish connection, Centennial Trail Phase 1, Highway 20 to Cascade Trail extension (RTPO/STP-R)
- Provide support for the US Bike Route System harmonizing, development and implementation in Skagit County and extended region.
- Administrative support: mileage, meeting and conference support (RTPO)

EXHIBIT "B" COMPENSATION

- Compensation for the period of April 18, 2012 through April 30, 2014 is increased from an amount not to exceed \$56,000 to an amount not to exceed \$96,000.

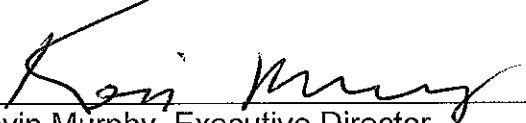
GOVERNMENT AGENCY:

Skagit Sub-Regional Transportation Planning Organization



Vice Chair, Skagit Sub-RTPO

1/15/14
Date




Kevin Murphy, Executive Director
Skagit Council of Governments

1-24-2014
Date

GOVERNMENT AGENCY:

SKAGIT COUNTY PUBLIC HOSPITAL DISTRICT #1



CEO Gregg Davidson
Skagit Regional Health

1.21.2014
Date