

**INTERLOCAL AGREEMENT
BETWEEN
SKAGIT TRANSIT
AND
SKAGIT COUNCIL OF GOVERNMENTS
REGARDING PUBLIC PARTICIPATION**

THIS AGREEMENT is made and entered into this 23 day of June, 2014 by and between the Skagit Transit System ("Skagit Transit") and Skagit Council of Governments ("SCOG"), pursuant to the authority granted by Chapter 39.34, Interlocal Cooperation Act and otherwise conferred on each by State law. Skagit Transit and SCOG may be individually referred to herein as a "party" and may be collectively referred to herein as the "parties".

WITNESS THAT:

WHEREAS, SCOG is a voluntary organization of local governments whose purpose is to foster a cooperative effort in resolving problems, policies and plans that are common and regional, and whose two major emphasis areas are economic development and transportation; and

WHEREAS, SCOG is the Metropolitan Planning Organization (MPO) for Skagit County Metropolitan Planning Area (MPA) and Skagit Transit is the public transportation operator for the MPA; and

WHEREAS, SCOG and Skagit Transit have mutual responsibilities in carrying out the metropolitan transportation planning process which includes the development and use of a Public Participation Plan ("PPP"); and

WHEREAS, SCOG has expressed a need for an updated PPP, including consulting interested parties in its development and outreach efforts, continued public outreach after Coordinated Public Transit-Human Services Transportation Plan adoption in 2014, and public outreach for the Regional-Metropolitan Transportation Plan to be adopted in 2015 implementing the PPP in part; and

WHEREAS, SCOG is contracting with a consultant for public participation work in Skagit and Island counties, a scope of services for which is included as Exhibit A, the anticipated cost of which is approximately \$30,000, and SCOG has requested a relationship with Skagit Transit to contribute local transit funds as partial funding for this Project; and

WHEREAS, Skagit Transit and SCOG believe that sharing a project cost of \$15,000 each would be a benefit to both parties and the community as a whole.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of this Agreement is to allow Skagit Transit to contribute partial funding to SCOG for completion of an updated PPP, including consulting interested parties in its development and outreach efforts, continued public outreach after Coordinated Public Transit-Human Services Transportation Plan adoption in 2014, and public outreach for the Regional-Metropolitan Transportation Plan to be adopted in 2015 implementing the PPP in part.
2. **TERM.** This Agreement shall take effect upon both: (1) mutual execution hereof; and (2) the posting of this Agreement on each or one of the agency's web site, or recordation hereof with the Skagit County Auditor. Recording fees, if any, shall be paid by the parties 50/50. This Agreement shall continue until the SCOG Project is completed in full and all project funding is exhausted, unless sooner terminated by either party giving thirty (30) days written notice to the other party.
3. **RESPONSIBILITIES.** SCOG agrees to complete the PPP which includes tasks such as:
 - A) Selecting, contracting with, and managing the project consultant;
 - B) Overseeing and managing the Project, including budget and schedule;
 - C) When necessary, assist project consultant with coordination of communication and meetings with local jurisdictions.
4. **FINANCING.** Each party shall pay fifty percent (50%) of the cost of the Project. Skagit Transit shall contribute a Not-To-Exceed amount of Fifteen Thousand Dollars (\$15,000.00) to SCOG for this Project. SCOG shall contribute a Not-To-Exceed amount of Fifteen Thousand Dollars (\$15,000.00) of its funding towards the Project. SCOG shall provide Skagit Transit with adequate documentation reporting the expenditure of Skagit Transit funds.
5. **INVOICING.** SCOG shall invoice Skagit Transit at least once per month or as otherwise agreed upon by the Parties. Invoices shall provide itemized details and show the percentage of the value of the work completed and the amount due from Skagit Transit. Payment shall be made by Skagit Transit to SCOG within thirty (30) days of approval of the invoice. For all transactions made during a calendar month, invoices shall be submitted by the 5th day of the following month to:

Skagit Transit Accounts Payable
600 County Shop Lane
Burlington, WA 98233
6. **ADMINISTRATION.** The following individuals are designated as representatives of the respective parties and shall be responsible for administration of this Agreement and coordinating and monitoring performance under this Agreement. In the event that such representatives are changed, the party making the change shall notify the other party.
 - 6.1 Skagit Transit's representative shall be Dale O'Brien, Executive Director.
 - 6.2 SCOG's representative shall be Kevin Murphy, Executive Director.

7. **TREATMENT OF ASSETS AND PROPERTY.** No fixed assets of personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.
8. **NO PARTNERSHIP OR JOINT VENTURE.** No partnership or joint venture exists between the parties, and no partnership or joint venture or any other entity is created by and between the parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other party.
9. **INDEMNIFICATION.** Each party to this Agreement shall be responsible for claims and damages to persons or property resulting from acts or omissions on the part of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement. It is further provided that no liability shall attach to the parties by reason of entering into this Agreement except as expressly provided herein.
10. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice to the other party 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. In the event of termination, the parties shall be liable only for costs incurred for this SCOG PPP Project prior to the effective date of termination and any costs reasonably related to terminating the project thereafter.
11. **CHANGES.** This Agreement may be changed, modified, amended or waived only by written agreement executed by the parties. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
12. **COMPLIANCE WITH LAW.** The parties shall comply with all applicable federal, state, and local laws, rules and regulations in carrying out the terms and conditions of this Agreement.
13. **ASSIGNMENT.** Unless otherwise expressly provided herein, no portion of this Agreement may be assigned, contracted, or subcontracted to any other individual, firm, company or other entity without the express and prior written approval of the parties.
14. **GOVERNANCE AND VENUE.** This Agreement shall be governed by the laws of the State of Washington. In the event of any litigation concerning the performance or interpretation of any of the terms of this Agreement, the venue shall be Skagit County Superior Court, State of Washington.
15. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or circumstance 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.

16. 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.

17. EXECUTION.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

SKAGIT TRANSIT SYSTEM


Dale S. O'Brien, Executive Director


Printed Name

Approved as to Form:


Richard J. Langabeer, WSBA #3171
Skagit Transit Attorney

SKAGIT COUNCIL OF GOVERNMENTS


Mayor Jill Boudreau, MPO Chair


Printed Name


Kevin Murphy, Executive Director


Printed Name

Approved as to Form:


Bradford E. Furlong, WSBA #12924
SCOG Attorney

EXHIBIT A - SCOPE OF SERVICES PUBLIC PARTICIPATION CONTRACT

ANTICIPATED CONSULTANT CONTRACT TERM: ~August 1, 2014 – June 30, 2015

MAXIMUM CONTRACT AMOUNT: \$30,000

FUNDING THROUGH: Skagit Council of Governments & Skagit Transit

The following are tasks associated with this scope of services. SCOG anticipates selecting a consultant to assist with completing these public participation tasks in the near future. The forthcoming contract is a work activity identified in the adopted unified planning work program for the regional transportation planning organization (RTPO) and metropolitan planning organization (MPO) for state fiscal year 2015.

Tasks:

1. Evaluate and Update Public Participation Plan

- a. The public participation plan (PPP) guides outreach activities for the metropolitan planning organization, including the metropolitan transportation plan (MTP) and transportation improvement program. The current PPP was developed shortly after MPO designation in 2003. It is anticipated that a revised PPP will be developed, which will guide the public participation leading up to the revised MTP which must be adopted by August 2015. Technical work on revising the MTP has already begun.
- b. The PPP must be developed pursuant to 23 CFR 450.316.
- c. The strategies and procedures in the current PPP must be evaluated to determine their effectiveness in ensuring a full and open participation process.
- d. A revised PPP must be developed in consultation with interested parties and must describe explicit procedures, strategies and desired outcomes of the PPP.
- e. Anticipated timeframe: August 1, 2014 – November 1, 2014

2. Public Outreach for Metropolitan Transportation Plan & Regional Transportation Plan

- a. The Skagit Council of Governments is the lead agency charged with developing a joint MTP and regional transportation plan (RTP). The MTP must meet federal requirements and the RTP must meet state requirements. The plans are developed jointly as a single plan that meets MPO requirements for Skagit County and RTPO requirements for both Skagit and Island counties. The RTP covers both counties while the MTP only covers Skagit County, a metropolitan planning area. SCOG is the lead planning agency for the RTPO.
- b. Public outreach must fulfill requirements developed in the PPP from the previous task, for Skagit County. To simplify outreach, procedures should mimic those for Skagit County in Island County, as much as practicable. A regional approach to public participation is preferable for the RTP, but it must also meet PPP requirements for the MTP.

- c. Outreach should be cost effective and reflective of the relative small size of the MPO. Targeted strategies, from the PPP, should ensure that SCOG, as the lead agency, can get meaningful input without devoting substantial staff time and resources. SCOG is particularly interested in seeking input from those who would not typically be involved in a regional transportation planning process and from those populations protected by Title VI and other nondiscrimination regulations and statutes.
- d. It is anticipated that SCOG staff will assist with the outreach efforts and provide much of the technical documentation necessary for the MTP-RTP, but that the selected consultant will lead outreach efforts, within budget constraints.
- e. Anticipated timeframe: November 1, 2014 – June 30, 2015

3. Continue Stakeholder and Public Engagement after Human Services Transportation Plan Adoption

- a. The Skagit-Island Regional Transportation Planning Organization (SIRTPO) will be adopting a coordinated public transit-human services transportation plan (HSTP) by the end of 2014. The development of the HSTP is a responsibility of SIRTPO according to state law.
- b. A consulting firm is under contract to assist with development of the HSTP and the plan will likely include strategies for continued engagement after plan adoption. A stakeholder committee has been established for calendar year 2014 to assist with the HSTP planning process and prioritization of regional special needs transportation projects.
- c. This task will involve assisting SCOG staff with ongoing engagement after the formal planning process ends with HSTP adoption. The form of outreach is not yet known and will depend upon the preferred method(s) identified in the plan.
- d. Anticipated timeframe: January 1, 2015 – June 30, 2015