

After Recording Return to:

ANN MARIE GUTWEIN
SKAGIT COUNTY PUBLIC WORKS
1800 CONTINENTAL PLACE
MOUNT VERNON, WA 98273

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

SKAGIT COUNTY
AND
SKAGIT COUNCIL OF GOVERNMENTS

THIS AGREEMENT is made and entered into by and between Skagit Council of Governments ("SCOG") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE:

Skagit County Public Works Department will provide traffic counting services to the Cities of Anacortes, Burlington, Mount Vernon, and Sedro-Woolley through the auspices of SCOG. Each year the SCOG Traffic Director will meet with Public Works staff to plan the city traffic counts that will be performed by County staff. Public Works Traffic Engineers will collect the data and analyze it as requested.

2 RESPONSIBILITIES:

Skagit County will provide software, hardware, and staff to perform traffic counts and analysis of those counts. SCOG will reimburse the County for the equipment and software purchase and staff time.

3. TERM OF AGREEMENT: The term of this Agreement shall be from November 1, 2004 until terminated by either party.

4. MANNER OF FINANCING: SCOG shall reimburse the County for the purchase of counters and software. The cost is estimated to be \$24,000.00. SCOG shall reimburse the County for the wages of staff engaged in traffic counts and analysis at the following rates:

Traffic Engineer – hourly wage plus overhead of 50% of hourly wage

Technical Intern – hourly wage plus overhead of 50% of hourly wage

INTERLOCAL AGREEMENT

Page 1 of 3



200501210012

Skagit County Auditor

SKAGIT COUNTY
Contract # C20050039

Page 2 of 4

The County will bill SCOG quarterly. A 9% administrative fee shall be added to the quarterly bill submitted to SCOG.

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 The County's representative shall be the Assistant County Engineer.

5.2 SCOG's representative shall be the Transportation Director.

6. **TREATMENT OF ASSETS AND PROPERTY:** All acquired fixed assets, personal, or real property pursuant to this Agreement shall become the property of Skagit County Public Works.

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 County 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.

INTERLOCAL AGREEMENT

Page 2 of 3



200501210012

Skagit County Auditor

SKAGIT COUNTY
Contract # C20050039

Page 3 of 4

12. OTHER PROVISIONS:

IN WITNESS WHEREOF, the parties have executed this Agreement this ^{18th} ~~15th~~ day of ~~December, 2004.~~

January, 2005

GOVERNMENT AGENCY:
Skagit Council of Governments

APPROVED:

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Sharon Dillon
Sharon Dillon,
Chair, Skagit RTPO and Skagit MPO
December 15, 2004

Don Munks
Chairman, Don Munks

Kenneth A. Dahlstedt
Commissioner, Kenneth A. Dahlstedt

Mailing Address:
204 W. Montgomery
Mount Vernon, WA 98273

ABSENT

Commissioner, *Ted N. Anderson*

Recommended:

By: *Chal Martin*
Chal Martin, P.E., Department Head

By: *Trisha Logue*
Trisha Logue, Budget/Finance Administrator

Approved as to Indemnification:

By: *Billie Kadrmas*
Billie Kadrmas, Risk Manager

Approved as to Form:

By: *M. Jille*
Deputy Prosecuting Attorney

Attest:
Aimee Ciesbrack
Clerk of the Board



200501210012
Skagit County Auditor



200501210012
Skagit County Auditor

1/21/2005 Page 1 of 4 8:58AM

A

SKAGIT COUNTY
Contract # C20050039
Page 1 of 4

**AFTER RECORDING RETURN TO:
SKAGIT COUNTY PUBLIC WORKS
ANN MARIE GUTWEIN
1800 CONTINENTAL PLACE
MOUNT VERNON, WA 98273**

DOCUMENT TITLE: Interlocal Cooperative Agreement Between Skagit County
and Skagit Council of Governments

DATE SIGNED:

GRANTOR: SKAGIT COUNTY

GRANTEE: SKAGIT COUNCIL OF GOVERNMENTS

COUNTY CONTRACT NO.:

Interlocal Cooperative Agreement – Addendum

The Interlocal Cooperative Agreement between Skagit County to provide traffic counting services and Skagit Council of Government, dated January 18, 2005, 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 in 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.

Board of County Commissioners, Skagit County

Kenneth A. Dahlstedt
Commissioner, Kenneth Dahlstedt

11/19/12
Date

Sharon D. Dillon
Commissioner, Sharon Dillon

11-19-12
Date

Ron Wesen
Commissioner, Ron Wesen

11-19-12
Date

Skagit Council of Governments

Kevin Murphy
Kevin Murphy, Executive Director

11-19-2012
Date