

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
SKAGIT COUNTY
AND
SKAGIT COUNCIL OF GOVERNMENTS

THIS AGREEMENT ("Agreement") is made and entered into by and between Skagit Council of Governments ("SCOG") and Skagit County, a political subdivision of the State of Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. SCOG and the County may be individually referred to herein as a "party", and may be collectively referred to herein as the "parties." In consideration of the following, the parties mutually agree as follows:

1. PURPOSE: The purpose of this Agreement is to allow SCOG to provide funding to the County in order for the County to conduct certain traffic studies (or traffic study related work) on behalf of SCOG (herein the "Project" work) on a reimbursable basis, pursuant to and subject to the terms of this Agreement.

2. RESPONSIBILITIES:

2.1 The parties shall perform the following duties and obligations pursuant to the terms of this Agreement (upon and subject to the following conditions):

2.1.1. SCOG shall fully reimburse the County for all of the County's costs and expenses incurred by the County in providing Project work for SCOG. Such costs and expenses shall include, but not be limited to, County staff time wages and pro-rata share of benefits of County staff, costs of equipment used in the studies, materials, fuel, fees and expenses incurred by the County, and any applicable taxes related to the services pursuant to this Agreement. In addition to SCOG's reimbursement to the County for the County's actual costs and expenses for such Project work, SCOG shall also pay an additional administrative fee of nine fifteen percent (15%) of the County's total actual costs and expenses for the County's traffic study services. The fifteen percent (15%) administrative fee is imposed as a means of reimbursement to the County for the County's administrative staff time (and other staff time) for providing the County's services pursuant to this Agreement.

2.1.2 All costs charged to the Project shall be supported by appropriate documentation, such as (but not limited to), payroll journals, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges. The cost records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of SCOG or any other governmental agency with jurisdiction for a period of six (6) years after final payment.

2.1.3 If any litigation, claim, or audit arising out of, in connection with, or related to this Agreement is initiated before the expiration of the six (6) year period, the cost records and all items related to or bearing upon these records shall be retained until such litigation, claim, or audit is completed.

2.1.4 The total costs to be reimbursed by SCOG to the County for said Project work and services shall not exceed Thirty-Five Thousand Dollars (\$35,000) per calendar year without duly authorized subsequent written amendment of this Agreement.

2.1.5 In accordance with Section 4., below, the County shall submit to SCOG, invoice(s) and certified statement(s) of the costs of said Project work performed by the County, and within sixty (60) days thereafter, SCOG shall pay to the County the amount of said statement.

2.1.6 The specific details and scope of Project work will be drafted annually by the County and agreed to by SCOG prior to work being conducted and shall be implemented pursuant to duly executed annual amendments to this Agreement.

3. TERM OF AGREEMENT: The term of this Agreement shall be from January 1, 2025 through January 1, 2030, unless terminated sooner as provided herein.

4. MANNER OF FINANCING: SCOG shall pay the costs of the Project work performed by the County, as provided herein. The County will invoice SCOG monthly as the Project work is performed. SCOG shall pay any such invoices from the County within sixty (60) days of receipt. The County is not obligated to provide any funds to SCOG pursuant to the terms of this Agreement, or to otherwise perform or provide any other services, duties, or responsibilities pursuant to the terms of this Agreement unless specifically provided herein.

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:

Skagit County Engineer, or his/her designee
1800 Continental Place
Mount Vernon, WA 98273
Phone: (360) 416-1400

5.2 SCOG's representative shall be:

Executive Director, or his/her designee
315 South 3rd St., Ste 100
Mount Vernon, WA 98273
Phone: (360) 416-7871

6. STATE AWARD INFORMATION: The 2025 state award information relevant to this Agreement is included in attached **Exhibit A** and incorporated herein. SCOG will update the award information as necessary and communicate the changes to the Skagit County Engineer or designee via email.

7. 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.

8. INDEMNIFICATION: Except as otherwise set forth by the terms of this Agreement, each party agrees to be responsible for 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.

9. 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.

10. 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.

11. 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.

12. VENUE AND CHOICE OF LAW: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

13. USE OF DOCUMENTS AND MATERIALS PRODUCED: The County shall have the right to use and distribute any and all documents, writings, programs, data, public records or other materials prepared by any party (and/or any Party's contractors, consultants, and/or subcontractors), in connection with performance of this Agreement. Unless privileged or otherwise

exempt from public disclosure, the parties recognize and agree that any documents and/or materials arising from and/or related to this Agreement may be subject to public disclosure pursuant to applicable law (including RCW 42.56).

14. **NO THIRD PARTY BENEFICIARIES:** This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of either party.

15. **COMPLIANCE WITH LAWS AND TERMS OF GRANTS:** The parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement. Each party individually recognizes and agrees that it shall be solely and separately responsible and liable for compliance with all terms and conditions of any applicable grant(s) obtained or procured in such party's name.

16. **ASSIGNMENT AND SUBCONTRACTING:** No portion of this Agreement may be assigned, contracted, and/or subcontracted to any other individual, firm, company, and/or other entity by either party.

17. **TITLE VI ASSURANCES:** During the performance of this contract, Skagit County, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **COMPLIANCE WITH REGULATIONS:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **NON-DISCRIMINATION:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **INFORMATION AND REPORTS:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Skagit Council of Governments or the Washington State Department of Transportation to be pertinent to ascertain compliance

with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Skagit Council of Governments or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **SANCTIONS FOR NONCOMPLIANCE:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Skagit Council of Governments will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:

- 5.1 withholding payments to the contractor under the contract until the contractor complies; and/or

- 5.2 cancelling, terminating, or suspending a contract, in whole or in part.

6. **INCORPORATION OF PROVISIONS:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Skagit Council of Governments or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Skagit Council of Governments to enter into any litigation to protect the interests of the Skagit Council of Governments. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

18. **NON-DISCRIMINATION STATUTES AND AUTHORITIES:** During the performance of this contract, Skagit County, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non- discrimination statutes and authorities; including but not limited to:

PERTINENT NON-DISCRIMINATION AUTHORITIES:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

19. **DEBARMENT AND SUSPENSION CERTIFICATION:** By contract signature, the County certifies it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency. Skagit County agrees to comply with the terms and conditions set forth in 2 CFR 200 and 2 CFR 180 certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment.

20. **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.

21. STATUS OF AGREEMENT: This Agreement is in addition to, and is not intended to replace, substitute, modify, or otherwise amend any other agreements by and between the parties. Any other agreements by and between the parties shall continue in full force and effect.

Skagit Council of Governments (SCOG):

Date: _____

By: _____

Print name: _____
Executive Director

315 South 3rd St., Ste 100
Mount Vernon, WA 98273

DATED this _____ day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Peter Browning, Chair

Lisa Janicki, Commissioner

Attest:

Ron Wesen, Commissioner

Clerk of the Board

For contracts under \$5,000:
Authorization per Resolution R20030146

Recommended:

County Administrator

Department Head

Approved as to form:

Civil Deputy Prosecuting Attorney

Approved as to Indemnification:

Approved as to budget:

Risk Manager

Budget & Finance Director

EXHIBIT A.

STATE AWARD INFORMATION

January 1, 2025 and thereafter until further notice:

Agreement Title:	Metropolitan/Regional Transportation Planning Organization Agreement
Agreement Number:	GCB 3865
Agreement Start Date:	July 1, 2023
Agreement End Date:	June 30, 2025
State Agency:	Washington State Department of Transportation
Lead Planning Agency:	Skagit Council of Governments
Award Funding Source:	State Regional Transportation Planning Organization Funds

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