

**CONTRACT AGREEMENT
FOR
LEWIS COUNTY
TRANSPORTATION PLANNING ASSISTANCE**

THIS AGREEMENT dated for reference purposes July 1, 2014, is entered into by and between the Cowlitz-Wahkiakum Council of Governments, a municipal corporation (hereinafter referred to as “COG”), and **LEWIS COUNTY**, a municipal corporation of Washington State (hereinafter “Agency”), collectively the “Parties” and individually the “Party.”

RECITALS

WHEREAS, COG is a regional planning agency organized under RCW 36.64.080 to serve general and special purpose governments in the Cowlitz-Wahkiakum region; and

WHEREAS, the general purpose governments of Cowlitz, Grays Harbor, Lewis, Pacific and Wahkiakum Counties have formed, through an Interlocal Agreement effective December 1, 1990, as amended March 14, 1992, the Southwest Washington Regional Transportation Planning Organization pursuant to RCW 36.70A; and

WHEREAS, the COG and Agency are signatories to that Interlocal Agreement; and

WHEREAS, the Interlocal Agreement mentioned above designates the COG, then known as the Cowlitz-Wahkiakum Governmental Conference, as the lead planning agency, and that the COG shall coordinate development of the regional transportation plan with the Agency; and

WHEREAS, the Washington State Department of Transportation’s appropriation for the Southwest Washington Regional Transportation Planning Organization (SWRTPO) shall be distributed annually to the COG as the lead planning agency, who shall then distribute an identified share to the Agency, less an amount agreed to for fiscal and program management activities, for the performance of regional transportation planning activities for and in Lewis County as outlined in the Scope of Services.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PURPOSE

- 1.1 The Agency agrees to perform and complete the work as described in Exhibit A – Scope of Work (hereinafter referred to as “work”), attached hereto and by this reference made a part of this Agreement.
- 1.2 The COG agrees to reimburse the Agency for the work as provided in Section 3 of this Agreement and as defined in Exhibit B – Compensation Rate, attached hereto and by this reference made a part of this Agreement.
- 1.3 This contract incorporates in its entirety Agreement No. GCB 1764, between the Washington State Department of Transportation and the Cowlitz-Wahkiakum Council of Governments which is attached hereto as Exhibit C and made a part of this agreement. This agreement recognizes the SWRTPO and how it is to be administered. The Agency agrees to adhere to all terms and conditions of the above-referenced agreement, except as modified by this contract.

2. COG and AGENCY RESPONSIBILITIES

2.1 COG RESPONSIBILITIES

- 2.1.1 The COG shall coordinate the five (5) county Regional Transportation Planning Organization (RTPO) and those projects identified in the Unified Planning Work Program (UPWP) for this fiscal period.
- 2.1.2 The COG will be responsible for administering all federal, state and local funds allocated to the five (5) county RTPO from the State of Washington.
- 2.1.3 The COG will notify the Agency of required duties as part of the RTPO in a timely manner allowing for sufficient time to respond.

2.2 AGENCY RESPONSIBILITIES

- 2.2.1 The Agency shall confer and coordinate with the COG on a regular basis.
- 2.2.2 The Agency shall prepare and present written monthly progress reports throughout the course of the work program's fiscal year in accordance with the WSDOT reporting requirements. A report shall always accompany a reimbursement request when made.
- 2.2.3 At the conclusion of the fiscal year 2015, the Agency shall prepare and submit to the COG a final progress report in a format determined by the COG as prescribed in Exhibit A – Scope of Work, Anticipated Deliverables 7.0.
- 2.2.4 As part of the annual Scope of Work for the region, the five (5) Counties in turn host the annual meeting of the Southwest Washington RTPO. In the year that the Agency is assigned to host, it is responsible to provide the meeting room, refreshments and other necessary elements in support of the annual meeting; however, any and all costs related to the annual meeting are not considered part of this contract and may be submitted to the COG for reimbursement in full above and beyond the total amount of this agreement.

3. PAYMENT

- 3.1 The COG, in consideration of the faithful performance of the services to be provided by the Agency as described in Exhibit A – Scope of Work, agrees to reimburse the Agency for actual direct and related indirect costs of the work to a not-to-exceed maximum amount of \$25,000, as established in this Agreement.
- 3.2 The compensation rate for services to be provided by COG is marked Exhibit B – Compensation Rates, and is attached hereto and by this reference made a part of this Agreement.
- 3.3 The Agency shall request reimbursement of funds as they are expended on work program activities. Such requests for reimbursement shall document the amount of the funds expended during the work program fiscal year, as well as for the current billing period, and shall include reports identified in Exhibit A, below.
- 3.4 To ensure payment, the Agency shall either email or mail via United States Postal Service invoices and appropriate supporting materials to:

CWCOG / Administration Annex
207 4th Avenue North
Kelso, WA 98626 OR akisamore@cwco.org

- 3.5 The Agency's requests must be made at least quarterly, with not more than one request every month. Requests for reimbursement received by the COG by the 5th of the month will be paid at the end of that month. Requests received after the 5th of the month will be processed for payment the following month.

- 3.6 If there is a change in scope of work to be performed by the Agency that results in an increase in costs in excess of the maximum amount allowed under section 3.1 herein, the Parties shall enter into an amendment to this Agreement to document the change in scope and to increase the maximum amount reimbursable under this Agreement.
- 3.7 Agency agrees to submit a final invoice to COG within sixty (60) calendar days after COG has completed the work. At the time of final billing, all necessary adjustments will be made and reflected in the final payment. In the event that such final review or audit reveals overpayment to Agency or under billings to COG, the Agency agrees to refund any overpayment to the COG within thirty (30) calendar days after receipt of an invoice from COG and COG agrees to reimburse the under-billed amount to the Agency within thirty (30) calendar days after Agency's receipt of an invoice.

4. ACKNOWLEDGEMENT OF STATE/FEDERAL FUNDING

In the event funding from the state or federal sources is withdrawn, reduced or limited in any way after the effective date of this contract, and prior to normal completion, the COG may terminate or renegotiate this agreement subject to the new funding limitations and/or conditions.

5. AMENDMENT

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and understandings, agreements, representations not contained in this Agreement shall not be binding on either Party. Either Party may request changes to the provisions of this Agreement. Such changes that are mutually agreed upon shall be incorporated by written amendment to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties hereto.

6. TERM / TERMINATION

- 6.1 The term of this Agreement shall begin July 1, 2014, and terminate June 30, 2015, or earlier if agreed to in writing by the Parties, except as set forth below in this section. The term of this Agreement may be modified and continued by amendment for work beyond this date at the discretion of the Parties and as funding allows.
- 6.2 Either Party may terminate this Agreement at any time in the event the other Party fails to perform a material obligation of this Agreement or fails to perform any of the requirements of this Agreement, including, but not limited to, if either Party fails to make reasonable progress on the work or other violation of this Agreement that endangers substantial performance of the work. The Parties shall serve written notice of a Party's intent to terminate this Agreement setting forth in detail the reasons for such termination. The Party receiving such notice of intent to terminate shall be given the opportunity to remedy the default within fifteen (15) calendar days of receipt of such notice. If the default is not cured within the designated time period, this Agreement may be terminated immediately by written notice of the aggrieved Party to the other.
- 6.3 Either Party may terminate this Agreement for convenience and without cause upon two (2) weeks written notice to the other Party. The Agency shall pay in full for all services provided up to the date of termination of this Agreement as funding allows.

7. PARTY CONTACTS

All contact between the Parties, including, but not limited to, Agreement administration, will be between the representatives of each Party or their designee as follows:

COG	AGENCY
<p>Melissa Taylor, Interim Director mtaylor@cwkog.org</p> <p>Financial/Contract Amendments Designee: Anisa Kisamore, Office Administrator akisamore@cwkog.org</p>	<p>Lee Grose, Chair f.lee.grose@lewiscountywa.gov</p>
<p>207 – 4th Avenue North/Admin Annex Kelso, WA 98626</p>	<p>Lewis County Board of County Commissioners 351 NW North Street Chehalis, WA 98532</p>
<p>Telephone: (360) 577-3041 Facsimile: (360) 425-7760</p>	<p>Telephone: (360) 740-1120 Facsimile: (360) 740-1475</p>

8. NOTIFICATION

Any notice required pursuant to this Agreement shall be in writing and shall be sent postage prepaid by U.S. Mail, return receipt requested, to the individual(s) identified in Section 7 herein unless otherwise indicated in writing by the Parties to the Agreement.

9. INDEMNIFICATION

9.1 Each Party to this Agreement shall protect, defend, indemnify, and hold harmless the other Party, its officers, employees, and agents, while acting within the scope of their employment as such, from any and all costs (including reasonable attorneys' fees and costs), claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each of the Party's own negligent acts or omissions with respect to the provisions of this Agreement. No party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligent acts or omission. Each Party waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the other Party and its agencies, officials, agents or employees.

9.2 The indemnification obligation described in this section shall survive the termination of this Agreement.

10. DISPUTES

The designated representatives herein under Section 7 of this Agreement shall use their best efforts to resolve disputes between the Parties. If these individuals are unable to resolve a dispute, the Parties shall agree upon a third party to provide non-binding mediation of the issue prior to institution of litigation. Each Party shall bear its own costs and one-half of the cost of the third party mediator.

11. VENUE

This Agreement shall be deemed to be made in the County of Cowlitz, State of Washington, and the legal rights and obligations of the Parties shall be determined in accordance with the laws of the State of

Washington. All legal actions in connection with this Agreement shall be brought in the superior court situated in the County of Cowlitz, State of Washington.

12. ATTORNEY FEES and COSTS

In the event a suit, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith. In the event of suit, action, arbitration, or other proceeding, the amount thereof shall be determined by the judge or arbitrator, and shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

13. SEVERABILITY

If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder shall not be affected.

14. ASSIGNMENT

Neither this Agreement nor any interest therein may be assigned by either Party without first obtaining the written consent of the other Party.

15. NONDISCRIMINATION

No person shall, on the grounds of race, creed, color, national origin, age, sex, sexual orientation or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under activities performed pursuant to this Agreement.

16. RECORD RETENTION and AUDIT

During the progress of the work and for a period of not less than six (6) years from the date of final payment to COG, the records and accounts pertaining to the services under this Agreement and accounting thereof shall be kept available for inspection and audit by the Parties, City, State and/or Federal Government, and copies of all records, accounts, documents, or other data pertaining to this Agreement will be furnished upon request. The Parties shall have full access to and right to examine and copy said records during normal business hours and as often as it deems necessary. The Parties agree that the services performed herein are subject to audit by either or both Parties.

17. COPYRIGHTS

Copyright of all material created by COG and paid for with funds as a part of this Agreement shall be deemed the property of the Agency authored by COG. Either Party may use the material and permit others to use such for any purpose consistent with the Party's respective mission. This material includes, but is not limited to, documents, reports, books, videos, pamphlets, sound reproductions, photographs, studies, surveys, tapes, and training material. Materials used to perform the services and create the deliverables of this Agreement that are not created for or paid for through this Agreement shall be owned by such party as determined by law. The legal owner thereof hereby grants a perpetual, unrestricted, royalty free, non-exclusive license to the other party to use and to permit others to use for any purpose consistent with the respective mission of said material.

18. AUTHORIZED SIGNATURES

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies to the obligations set forth herein.

19. COUNTERPARTS

This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all such counterparts shall constitute one agreement.

IN WITNESS HEREOF, the Parties have subscribed their names hereto effective as of the year and date first written above.

**COWLITZ-WAHKIAKUM
COUNCIL OF GOVERNMENTS**

By _____
Melissa Taylor, Interim Director

Date: _____

ATTEST

By _____
Anisa Kisamore, Office Administrator

Date: _____

**LEWIS COUNTY
BOARD OF COUNTY COMMISSIONERS**

By _____
F. Lee Grose, Chair

Date: _____

ATTEST

By _____
Karri Muir, CMC, Clerk of the Board of
County Commissioners

Date: _____

APPROVED AS TO FORM

By: _____
Its: Agency Attorney

Date: _____

**SCOPE OF WORK
FOR
LEWIS COUNTY
TRANSPORTATION PLANNING ASSISTANCE**

This Scope of Work described herein are the transportation planning projects to be performed by Lewis County for the Southwest Washington Regional Transportation Planning Organization (SWRTPO), Fiscal Year 2015 (July 1, 2014 – June 30, 2015 Program year).

The purpose is to coordinate with the Cowlitz-Wahkiakum Council of Governments in maintaining a regional forum for discussion of transportation issues of regional significance and to develop a Regional Transportation Plan for the five-county SWRTPO, with Lewis County being responsible for the Lewis County region of the SWRTPO.

WORK TASKS

1.0 Coordination

Outreach activities that seek involvement of county agencies, community groups, and the public in regional and local transportation planning, through workshops and meetings in support of the local and regional transportation planning process.

- 1.1 Facilitate Technical Advisory Committee meetings.
- 1.2 Facilitate Transportation Strategy Council meetings.
- 1.3 Perform liaison activities, as needed, between local, state, and federal agencies, along with tribal government and local transportation stakeholder groups.
- 1.4 Ongoing coordination with the county, cities and town, ports, airports, transit, tribe, community groups (bike/ped & scenic byway), rail, freight, and other transportation stakeholders.

2.0 Staffing that provides support and maintenance for the Lewis County Transportation Strategy Council, Technical Advisory Committee, and other committees as needed.

- 2.1 Participation in local, regional, state, and federal planning processes.
- 2.2 Attendance of Technical Advisory Committee, Transportation Strategy Council, and WSDOT coordinating and planning meetings.
- 2.3 Continued support of the White Pass Scenic Byway group by attendance of quarterly meetings and providing technical advice.
- 2.4 Research and provide information, such as: GIS mapping and transportation data, to member agencies concerning planning and development of transportation infrastructure.
- 2.5 Participation in CWCOG/SWRTPO meetings or committees, as needed.

3.0 Administration

RTPO administration and maintenance and support of the planning process; continue the exchange of information with CWCOG/SWRTPO and local agencies in order to develop transportation priorities that identify both short and long-range needs, and fulfill the planning and reporting requirements of the SWRTPO.

- 3.1 Provide input into federal and state transportation planning processes.
- 3.2 Support the development of both the short-range (6-year) and long-range (20-year) regional transportation plans of the SWRTPO.

- 3.3 Develop county section of the Unified Planning Work Program containing RTPO elements.
- 3.4 Work with RTPO staff to administer RTPO programs, prepare annual budgets and contracts, and submit quarterly and annual reports.
- 3.5 Provide county staff support to complete the Title VI Non-Discrimination Annual Report.
- 3.6 Facilitate and host Human Services Transportation Plan meetings.
- 3.7 Provide local liaison support for updates of governance documents and processes.

4.0 Planning

- 4.1 Provide technical assistance to member agencies and transportation stakeholders developing and funding transportation projects.
- 4.2 Provide support to member jurisdictions on RTIP processes, TIP amendments, SAW database and related matters.
- 4.3 Administer Surface Transportation Program (STP) funding for Lewis County.
- 4.4 Work with member agencies to insure WSDOT STP obligation targets are met for the county.
- 4.5 Prioritize STP transportation projects based on the adopted regional transportation priorities of: Preservation, Safety, Mobility, and Multimodal.
- 4.6 Prepare draft of county element for the regional transportation update.

ANTICIPATED DELIVERABLE(S)

1.0	Lewis County element of the <i>Five-County Regional Transportation Plan</i>	TBD
2.0	Lewis County draft element of the <i>Five-County Transportation Improvement Program (TIP)</i>	June 30, 2015
3.0	Administration of Lewis County Region STP process in compliance with MAP-21 and regional plan priorities, including development of new Act policies and procedures	On-going
4.0	Monthly activity reports	Each month prior to the 5th
5.0	Brochures, fact sheets and data related to transportation infrastructure needs in Lewis	On-going
6.0	Lewis County element of the FY2015 <i>Unified Planning Work Program (UPWP)</i>	April 1, 2015
7.0	Information for Lewis County projects and activities for inclusion in the FY 2015 UPWP Annual Report	July 15, 2015 <i>CFR 420.117(b)(1)</i>

**COMPENSATION RATES
FOR
LEWIS COUNTY
TRANSPORTATION PLANNING ASSISTANCE**

The following rates are applicable to the 2014-2015 grant fiscal year.

Rate

For the purpose of this agreement, all allowable costs associated with the work program tasks as prescribed in Exhibit A may be submitted for reimbursement up to but not to exceed \$25,000 unless otherwise mutually agreed to and amended to this contract as prescribed in section 5 of the contract.



Metropolitan/Regional Transportation Planning Organization Agreement			Term of Agreement		
			Start Date	End Date	Fiscal Period
Agreement No. GCB 1531	CFDA No. 20.205&20.505	WSDOT Region Southwest	July 1, 2013	June 30, 2015	13-15
Lead Planning Agency Cowlitz-Wahkiakum Council of Governments 207 4th Avenue N Administration Annex Kelso, WA 98626-4195			Metropolitan Planning Organization/Regional Transportation Planning Organization Cowlitz-Wahkiakum Council of Governments (CWCOG) MPO and Southwest Washington (SWRTPO) RTPO		
			County(ies) included in the MPO/RTPO Cowlitz, Grays Harbor, Lewis, Pacific, Wahkiakum,WA; Rainier, OR		

This AGREEMENT, made and entered into on the start date listed above, regardless of the date of signature execution, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Director, Strategic Planning Division, hereinafter called the "STATE," and the above named Metropolitan Planning Organization/Regional Transportation Planning Organization, hereinafter called the "MPO/RTPO."

WHEREAS, the above named county(ies) has created a regional transportation planning organization in accordance with the requirements set forth in RCW 47.80.020; and

WHEREAS, the above named county(ies) includes urban area(s) with a population in excess of fifty thousand individuals, for which a metropolitan planning organization has been designated for each urban area pursuant to Title 23 USC § 134.

WHEREAS, the STATE has funds available, allocated to the STATE by (a) the United States Department of Transportation, hereinafter called "USDOT," (b) the Federal Highway Administration, hereinafter called "FHWA," (c) the Federal Transit Administration, hereinafter called "FTA," (d) STATE RTPO funds, and/or (e) possibly funds from other Federal or state agencies, which can be used to facilitate urban and regional transportation planning.

NOW THEREFORE, pursuant to 39.34 RCW, the above recitals that are incorporated herein as of set forth below, and in consideration of the terms, conditions, and promises contained herein, it is mutually agreed as follows:

1. Work Scope and Budget

1.1 The work scope and budget for this Agreement shall be documented annually (or biennially with an annual review) in a Unified Planning Work Program hereinafter called "UPWP". The UPWP is on file in the Washington State Department of Transportation Headquarters Transportation Planning Office.

1.1.A. The Unified Planning Work Program Guidelines developed jointly by the State, FHWA, FTA and the MPOs/RTPOs will serve as a resource for developing the UPWPs. These guidelines identify key emphasis areas for work tasks to accomplish Program purposes.

1.2 The STATE will inform the MPO/RTPO of expected allocations of FHWA Metropolitan Planning funds (PL funds) and FTA Section 5303 funds, STATE RTPO funds and any other STATE administered funds that are available to MPO/RTPOs by December 31 each year for the following State fiscal year. The MPO/RTPO will then prepare a draft UPWP and submit the draft to the STATE by March 16 or a minimum of ten (10) calendar days prior to the UPWP review meeting each year.

The final UPWP shall be adopted by the MPO/RTPO and submitted to the STATE for approval prior to May 31 preceding the start of each subject fiscal year (or biennium). The STATE shall notify the MPO/RTPO, in writing, of its approval of the UPWP for the subject fiscal year by June 30 of each year. However, the MPO/RTPO may prepare a two year UPWP if they desire. Amendments to the two year UPWP will be required in order to authorize expenditure of all federal funding and to manage federal obligation authority changes to the federal surface transportation act will also necessitate potential amendments to UPWPs.

1.3 The UPWP shall document all transportation and related planning activities for the ensuing state fiscal year, July 1 to June 30. As per 23 CFR, Part 450.308(c) each MPO, in cooperation with the State(s) and public transportation operator(s), shall develop a UPWP that

includes a discussion of the planning priorities facing the MPO. The UPWP shall identify work proposed for the next one- or two-year period by major activity and task (including activities that address the planning factors in Sec. 450.306(a)), in sufficient detail to indicate who (e.g., MPO, State, public transportation operator, local government, or consultant) will perform the work, the schedule for completing the work, the resulting products, the proposed funding by activity/task, and a summary of the total amounts and sources of Federal and matching funds.

The RTPO UPWP should include for each work element a description of the proposed work, an indication of the RTPO/MPO staff performing the work, and a budget which itemizes funding sources by work element and task. Local match shall be itemized separately. Under no circumstances shall the MPO/RTPO required match amount be less than the required 13.5% match for FHWA PL funds. The match for FTA Section 5303 funds will be 20% or as low as 13.5% as determined by FTA, WSDOT, and the MPO/RTPO.

1.4. The MPO/RTPO shall perform the approved work tasks within the approved budget during the subject state fiscal year. The STATE's approval incorporates the adopted UPWP and budget for the subject fiscal year.

1.5 Should the parties decide it is mutually beneficial for the State to perform specific work tasks identified in the UPWP the parties agree that the State may retain actual costs as documented in writing and approved by the RTPO/MPO.

2. Planning Standards and Guidelines

2.1 The MPO/RTPO shall comply with the most current Planning Standards and Guidelines developed by the STATE for the Regional Transportation Planning Program, RCW 47.80, and any amendments made thereto. In addition, the MPO must comply with 23 CFR, Part 450 and 49 CFR, Part 613 "Metropolitan Transportation Planning".

3. Conservation

3.1 The MPO/RTPO shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq.).

4. Payment

4.1 The STATE agrees to reimburse the MPO/RTPOs actual direct and related indirect costs of work approved as part of the UPWP. The maximum amount that the STATE shall reimburse the MPO/RTPO shall not exceed the total amount of approved, appropriated, and authorized FHWA, FTA, and STATE RTPO contained in an approved UPWP. All costs must be consistent with the federal cost principles contained in 2 CFR Part 225 or as modified or amended.

4.2 All indirect costs will be based on an indirect cost rate supported either by a STATE accepted indirect cost allocation plan or by an indirect cost plan approved by a cognizant federal agency. Annually, the MPO/RTPO may prepare an indirect cost allocation plan which covers all anticipated indirect costs for the current calendar year, plus any carry-over months from the previous calendar year until a new indirect cost rate has been approved. The STATE will not reimburse any indirect costs not covered by an accepted MPO/RTPO indirect cost allocation plan.

The MPO/RTPO shall submit to the STATE requests for funds as they are expended on UPWP activities, but not to exceed one such request every month. Such requests for reimbursement shall document the amount of funds that have been expended during the period for the total project, as well as for the current billing period. The request for reimbursement shall contain sufficient detail to provide the STATE, FHWA, and FTA as to the progress on each work element contained in the UPWP. The STATE shall review and approve each request for payment in an expeditious manner and shall make payment within thirty (30) calendar days after approval of the payment request.

5. Reports

5.1 The MPO/RTPO shall, from time to time during the progress of the work, confer with the STATE. The STATE reserves the right to request an interim progress report(s) during the fiscal year. The interim report(s) is due to the STATE within twenty one (21) calendar days of being notified in writing by the STATE. The interim report(s) shall include a summary of work progress during the course of the fiscal year, costs incurred in accordance with the approved UPWP and budget, and progress to date, including any problems or work delays. The STATE may delay reimbursement of billings if the requested interim report(s) is not submitted in a timely manner.

5.2 Within ninety (90) calendar days after the conclusion of each STATE fiscal year, the MPO/RTPO shall prepare and submit to the STATE a performance and expenditure report. MPOs are required, as a sub-recipient to the STATE to contribute to the annual performance and expenditure report prepared by the STATE provided to FHWA and FTA pursuant to 23 CFR 420.117(b)(1). This final report shall summarize work accomplished under the UPW, costs incurred by work element, and shall identify any carryover of funds as described below:

The State DOT must submit performance and expenditure reports, including a report from each sub-recipient that contains as a minimum:

- i. Comparison of actual performance with established goals;
- ii. Progress in meeting schedules;
- iii. Status of expenditures in a format compatible with the work program, including a comparison of budgeted
- iv. (approved) amounts and actual costs incurred;
- v. Cost overruns or underruns;
- vi. Approved work program revisions; and
- vii. Other pertinent supporting data."

6. Assignment of Work Items

6.1 The work items may be accomplished by joint effort between the staff of the MPO/RTPO, the STATE, and/or local government agencies. Such assignments will be clearly listed in the UPWP and be in compliance with 23 CFR 450.318.

7. Project Records

7.1 MPO/RTPO shall establish and maintain books, records, documents, and other evidence and accounting procedures and practice, sufficient to reflect properly all direct and indirect costs of whatever nature incurred and anticipated to be incurred for the performance of this Agreement. To facilitate the administration of the Project, separate accounts shall be established and maintained within MPO/RTPO's existing accounting system or an independent accounting system may be set up. Such accounts are referred to herein collectively as the "Project Account." MPO/RTPO shall charge to a Project Account all eligible costs of the Project. Costs in excess of the latest approved budget, or attributable to actions which have not received the written approval of the STATE, shall not be eligible for reimbursement. All costs, charged to the Project, including any approved services contributed by MPO/RTPO or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

8. Audits, Inspection, and Retention of Records

8.1 The STATE, the USDOT, FTA, FHWA, the State Auditor, and the Inspector General and/or any of their representatives shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the MPO/RTPO's records with respect to all matters covered by this Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make copies of all contracts, invoices, materials, payrolls, and other matters covered by this Agreement. All documents, papers, accounting records, and other material pertaining to costs incurred in connection with the Project shall be retained by the MPO/RTPO for six (6) years from the date of completion of the Project to facilitate any audits or inspections.

Furthermore, 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-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. In accordance with OMB Circular A-133 regulations, the MPO/RTPO is required to arrange for audit of funds expended. All MPO/RTPOs expending Five Hundred Thousand Dollars (\$500,000) or more of federal funds in a year must have an annual audit in accordance with OMB Circular A-133

9. Modifications

9.1 Either party may request changes in these provisions. Work scope and budget changes shall be made by written amendment to the UPWP by the MPO/RTPO and approved in writing by the STATE, FHWA, and FTA. Other changes to this Agreement which are mutually agreed upon shall be incorporated as written amendments to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties hereto.

10. Termination

10.1 This Agreement expires on the date shown in the Terms of Agreement heading. If it is determined to be in the best interests of the STATE, the STATE may terminate this Agreement upon giving ten (10) calendar days notice in writing to the MPO/RTPO. If this Agreement is so terminated prior to fulfillment of the terms stated herein, the MPO/RTPO shall be reimbursed only for actual expenses and noncancelable obligations, both direct and indirect, incurred to the date of termination.

11. Travel

11.1 Current STATE travel rules shall apply to all in-state and out-of-state travel for which reimbursement is claimed during the term of this Agreement. Reimbursement of travel expenses is limited to travel necessary for the completion of the UPWP. All travel by RTPOs using state funds are subject to state travel rules as outlined in the State Administrative & Accounting Manual (SAAM). All travel by MPOs using federal funds are subject to federal rules and regulations as outlined in 2 CFR 225. All travel by the MPO, using federal funds, must be in compliance with their own internal policies, those of the fiscal agent, or the State's policies, whichever is more restrictive.

12. Subcontracting and Equipment

12.1 The services of the MPO/RTPO are to be directed by a Project Manager. The MPO/RTPO shall not assign, sublet, or transfer any of the work provided for under this Agreement without prior written approval from the STATE, and the STATE shall review and approve the MPO/RTPO's consultant agreement prior to execution. The MPO/RTPO shall comply with all current federal and state laws and regulations governing the selection and employment of consultants. The STATE reserves the right to appoint a representative to serve on the Consultant Selection Committee. Subcontracts for consultant services must contain all the required provisions to the extent applicable of Sections 3, 5, 8, 9, 13 through 15, and 19 through 22 of this Agreement.

12.2 Any equipment to be purchased under this Agreement shall be listed in the scope of work. All equipment must be purchased, managed, and disposed of in accordance with all current federal and state laws and regulations and the nondiscrimination provisions of Section 18 of this Agreement. The procurement of all equipment must be used for the sole purpose of urban and regional transportation planning activities. Any equipment on hand at the completion of the work shall become the property of the STATE.

13. Purchases

13.1 The MPO/RTPO shall make purchases of any equipment, material, incidental goods or supplies pursuant to this Agreement through procurement procedures approved in advance by the STATE and consistent with the following provisions:

13.2 General Procurement Requirements. The MPO/RTPO shall comply with the procurement procedures identified in FTA circular 4220.1D, "Third Party Contracting Requirements," and any revision or replacement thereof; and applicable Federal regulations or requirements identified in 49 CFR part 18, "Uniform Administrative Requirements," and any amendments thereof, which by this reference are incorporated herein; any reference therein to "grantee" shall mean the MPO/RTPO or consultant.

13.2.A Preference for United States Products and Services. To the extent applicable, the MPO/RTPO agrees to comply with the following requirements:

13.2.A.1 Buy America. The MPO/RTPO shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 681, and any implementing guidance USDOT may issue.

13.2.A.2 Cargo Preference - Use of United State Flag Vessels. The MPO/RTPO agrees to comply with U.S. Maritime Administration regulations "Cargo Preference - U.S. Flag Vessels" 49 CFR Part 381 to the extent those regulations apply to the project.

13.2.A.3 Fly America: The MPO/RTPO understands and agrees that the Federal Government will not participate in the costs of international air transportation of any person involved in or property acquired for the project unless that air transportation is provided by U.S. flag air carriers to the extent service by U.S. flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C section 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 CFR §§ 301-10.131. - through 301-10.143.

13.2.B. Geographic Restrictions. The MPO/RTPO or agrees to refrain from using any State or local geographic preference, except those expressly mandated or encouraged by Federal statute or as permitted by USDOT.

13.2.C. Government Orders. In case any lawful government authority shall make any order with respect to the Project or Project equipment, or any part thereof, or the parties hereto or either of them, the MPO/RTPO or consultant shall cooperate with the STATE in carrying out such order and will arrange its operation and business so as to enable the STATE to comply with the terms of the order.

14. Incorporation of Federal Terms

14.1. Purchasing. This Agreement's provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in this Agreement's provisions. All contractual provisions required by FTA, as set forth in FTA Circular 4220.1D, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The MPO/RTPO or consultant shall not perform any act, fail to perform any act, or refuse to comply with any STATE request which would cause the STATE to be in violation of any USDOT term or condition.

14.2. Federal Changes. The MPO/RTPO shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including but not limited to those listed directly or by reference in the Agreement as they may be amended or promulgated from time to time, by FTA, during the term of this Agreement. The MPO/RTPO or consultant's failure to so comply shall constitute a material breach of this Agreement.

15. No Obligation by the Federal Government

15.1. The STATE and the MPO/RTPO acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the MPO/RTPO or consultant or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement.

15.2. No contract between the MPO/RTPO and its consultant(s) shall create any obligation or liability of the STATE with regard to this Agreement without the STATE's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof. The MPO/RTPO hereby agrees to include this provision in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this Agreement. The MPO/RTPO agrees to require its consultants to also include this provision in any of its similar contracts.

16. Personal Liability of Public Officers

16.1 No officer or employee of the STATE shall be personally liable for any acts or failure to act in connection with the Agreement, it being understood that in such matters they are acting solely as agents of the STATE.

17. Ethics

17.1 Code of Ethics. The MPO/RTPO agrees to maintain a written code or standard of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts supported by Federal assistance. The code or standard shall provide that the MPO/RTPOs officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential contractors or subrecipients. The MPO/RTPO may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. The code or standard shall prohibit the MPO/RTPOs officers, employees, board members, or agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. As permitted by STATE or local law or regulations, such code or standards shall include penalties, sanctions, or other disciplinary actions for violations by the MPO/RTPOs officers, employees, board members, or agents, or by subcontractors or sub-recipients or their agents.

17.2. Personal Conflict of Interest. The MPO/RTPOs code or standard shall prohibit the MPO/RTPOs employees, officers, board members, or agents from participating in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm or entity selected for award:

- 17.2.A. The employee, officer, board member, or agent;
- 17.2.B Any member of his or her immediate family;
- 17.2.C His or her partner, or
- 17.2.D An organization that employs, or is about to employ, any of the above.

17.3 Organizational Conflict of Interest. The MPO/RTPO code or standard of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or impair its objectivity in performing the contract work.

17.4 Debarment and Suspension. The MPO/RTPO agrees to comply with the requirements of Executive Orders Numbers 12549 and 12889, "Debarment and Suspension," 31 U. S.C. § 6101 note, and USDOT regulations on Debarment and Suspension at 49 CFR Part 29, Environmental Protection Agency 40 CFR 32, Federal Emergency Management Agency 44 CFR. 17, and U.S. Department of Health and Human Services 45 CFR 78. MPO/RTPO is prohibited from contracting with or making subawards to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods and services equal to or in excess of \$100,000 and all non-procurement transactions (e.g. awards to subrecipients). MPO/RTPO receiving individual awards for \$100,000 or more and all subrecipients must certify that the organization and its principals are not suspended or debarred. A MPO/RTPO may rely on that certification unless it knows that it is erroneous. MPO/RTPO may check for suspended or debarred parties in the List of Parties Excluded From Federal Procurement or Non-procurement Programs issued by the U.S. General Services Administration. A list of parties excluded is available on the GSA website at www.gsa.gov/epls.

17.5 Bonus or Commission. The MPO/RTPO affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its application for Federal financial assistance for this Project.

17.6 Relationship with Employees and Officers of WSDOT. The MPO/RTPO shall not extend any loan, gratuity, or gift of money in any

form whatsoever to any employee or officer of WSDOT, nor shall the MPO/RTPO rent or purchase any equipment and materials from any employee or officer of WSDOT.

17.7 Employment of Former WSDOT Employees. The MPO/RTPO hereby warrants that it shall not engage on a full, part-time, or other basis during the period of the Agreement, any professional or technical personnel who are, or have been, at any time during the period of the Agreement, in the employ of WSDOT without written consent of WSDOT.

17.8 Restrictions on Lobbying. The MPO/RTPO agrees to:

17.8.A Refrain from using Federal assistance funds to support lobbying; and

17.8.B Comply, and assure compliance by each subcontractor at any tier and each sub-recipient at any tier, with applicable requirements of USDOT regulations, "New Restriction on Lobbying," 49 CFR Part 20, modified as necessary by 31 U.S.C. §1352.

17.8.C Comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, except through proper, official channels.

17.9 Employee Political Activity. To the extent applicable, the MPO/RTPO agrees to comply with the provisions of the "Hatch Act," 5 U.S.C. §§ 1501 through 1508, 7324 -7326, and Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 CFR Part 151. The "Hatch Act" limits the political activities of State and local agencies and their officers and employees, whose principal employment activities are financed in whole or in part with Federal funds including a loan, grant, or cooperative agreement. Nevertheless, in accordance with 23 U.S.C. § 142(g), the "Hatch Act" does not apply to a nonsupervisory employee of a transit system (or of any other agency or entity performing related functions) receiving FTA assistance to whom the "Hatch Act" does not otherwise apply.

17.10 False or Fraudulent Statements or Claims. The MPO/RTPO acknowledges and agrees that the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with this Project. Accordingly, by executing this Agreement the MPO/RTPO certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make in connection with the Project covered by this Agreement. In addition to other penalties that WSDOT reserves the right to impose on the MPO/RTPO, the MPO/RTPO also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to WSDOT or the Federal Government, WSDOT and the Federal Government, each, reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the MPO/RTPO to the extent either deems appropriate.

18. Civil Rights

18.1 The MPO/RTPO shall comply with all applicable civil rights statutes and implementing regulations including, but not limited to:

18.2 Nondiscrimination in Federal Transit Programs. The MPO/RTPO agrees to comply, and assures compliance by each third party contractor at any tier, with the provisions of 49 U.S.C. § 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

18.3 Nondiscrimination—Title VI of the Civil Rights Act. The MPO/RTPO agrees to comply, and assures compliance by each third party contractor at any tier, with all requirements, prohibiting discrimination on the basis of race, color, or national origin, Pursuant to Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d; and USDOT regulations, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21, and any implementing requirements FTA may issue.

18.4 Equal Employment Opportunity. The MPO/RTPO agrees to comply, and assures compliance by each third party contractor at any tier, with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332 and any implementing requirements FTA may issue. These equal employment opportunity (EEO) requirements include, but are not limited to, the following:

18.4.A The MPO/RTPO agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The MPO/RTPO agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age,

or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The MPO/RTPO shall also comply with any implementing requirements USDOT may issue.

18.4.B If the MPO/RTPO is required to submit and obtain Federal Government approval of its EEO program, that EEO program approved by the Federal Government is incorporated by reference and made part of this Agreement. Failure by the MPO/RTPO or consultant to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification to the MPO/RTPO or consultant of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate, including termination of Federal financial assistance, or other measures that may affect the MPO/RTPOs eligibility to obtain future Federal financial assistance for transportation projects.

18.5 Nondiscrimination on the Basis of Sex. The MPO/RTPO agrees to comply with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§1681 et seq., with USDOT regulations "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal financial Assistance," 49 CFR Part 25, and with any implementing directives that USDOT or FTA may promulgate, which prohibit discrimination on the basis of sex.

18.6 Nondiscrimination on the Basis of Age. The MPO/RTPO agrees to comply with applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§6101 et seq., and implementing regulations, which prohibits discrimination on the basis of age.

18.7 Access Requirements for Persons with Disabilities. The MPO/RTPO agrees to comply with the requirements of 49 U.S.C §6301(d) which state the Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement said policy. The MPO/RTPO also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, which prohibit discrimination on the basis of handicap; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§12101 et seq., which requires the provision of accessible facilities and services; and with the Federal regulations, including any amendments thereto following:

18.7.A USDOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;

18.7.B USDOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;

18.7.C Joint U.S. Architectural and Transportation Barriers Compliance Board U.S. DOT regulations; "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 38 CFR Part 1192 and 49 CFR Part 38;

18.7.D U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;

18.7.E U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;

18.7.F U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;

18.7.G U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;

18.7.H U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Custom Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F;

18.7.I FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609; and

18.7.J Any other nondiscrimination statute(s) that may apply to the Project.

18.9 Drug or Alcohol Abuse, Confidentiality and Other Civil Rights Protections. The MPO/RTPO agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92 -255, March 21, 1972, as amended; the

Comprehensive Alcohol abuse and alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, December 31, 1970, as amended; and the Public Health Service Act of 1912, as amended, 42 U.S.C. sections 290dd-3, and any subsequent amendments to these acts.

18.10 Access to Services for Persons with Limited English Proficiency. The MPO/RTPO agrees to comply with applicable Federal guidance issued in compliance with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000.

18.11 Other Nondiscrimination Statutes. The MPO/RTPO agrees to comply with all applicable requirements of any other nondiscrimination statute(s) that may apply to the Project.

19. Participation of Disadvantaged Business Enterprises

19.1 The MPO/RTPO shall take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project: The MPO/RTPO or consultant agrees to comply with section 1101(b) of TEA-21, 23 U.S.C. § 101 note, and USDOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26; and The MPO/RTPO or consultant agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third party contract, or sub-agreement supported with Federal assistance derived from the USDOT or in the administration of its DBE program or the requirements of 49 CFR Part 26. The MPO/RTPO agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and sub-agreements supported with Federal assistance derived from the USDOT. The MPO/RTPO DBE program, as required by 49 CFR Part 26 and approved by the USDOT, is incorporated by reference and made part of this Agreement. Implementation of the DBE program is a legal obligation, and failure to carry out its terms shall be treated as violation of this Agreement. Upon notification to the MPO/RTPO of its failure to implement its approved DBE program, the USDOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

20. General State and Federal Compliance

20.1 MPO/RTPO agrees to, and shall provide for such methods of administration for the UPWP Project that are found by the U.S. Secretary of Transportation, or the official to whom the Secretary delegates specific authority, to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to the act's, regulations, and this assurance in Sections 18 and 19 above. MPO/RTPO agrees to comply with the provisions of 49 CFR 18, "the Common Rule." MPO/RTPO agrees to comply with such instructions the STATE may issue to comply with the requirements of United States and Washington State law. Any report or procedure developed by the MPO/RTPO pursuant to this Agreement shall become public property and shall not be subject to copyright. MPO/RTPO agrees that the United States, any agency thereof, the U.S. Secretary of Transportation and any of the Secretary's designees, have not only the right to monitor the compliance of MPO/RTPO with the provisions of this assurance, but also have the right to seek judicial enforcement with regard to any matter arising under the act's, the regulations, and this assurance. It is understood by the MPO/RTPO this assurance obligates MPO/RTPO for the period during which federal assistance is extended to the Project.

21. Legal Relations

21.1 Each party shall protect and hold harmless the other party, its officers, officials, employees, and/or agents from and against all claims, suits or actions arising from an intentional or negligent act or omission of that party, its officers, officials, employees, and/or agents while performing under the terms of this agreement. In the event of a claim for damages of any nature whatsoever arising out of the performance of this Agreement caused by the concurrent actions of the parties, their officers, officials, employees, and/or agents, each party shall provide its own defense and be liable for damages (to both persons and/or property), costs, fees, or other amounts only to the extent of its individual actions that are the basis for the imposition of liability or damages.

Further, the RTPO/MPO specifically assumes potential liability for actions brought by RTPO/MPO's own employees or agents against the WSDOT and, solely for the purpose of this indemnification and defense, the RTPO/MPO specifically waives any immunity under state industrial insurance laws, Title 51 RCW. The provisions of this section shall survive the termination of this agreement.

22. Interest of Members of or Delegates to Congress

22.1 No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

23. Prohibited Interest

23.1 No member, officer, or employee of MPO/RTPO during his or her tenure in office or employment or one year thereafter shall have any interest, direct, or indirect, in this Agreement or the proceeds thereof.

24. Labor Provisions

24.1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such work week.

24. 2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (b)(1) of 29 CFR Section 5.5, MPO/RTPO and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of 29 CFR Section 5.5.

24. 3. Withholding for Unpaid Wages and Liquidated Damages. STATE or MPO/RTPO shall, upon its own action or written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any monies payable on account of work performed by MPO/RTPO or subcontractor under any such contract or any contract subject to the contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

24. 4. Nonconstruction Grants. MPO/RTPO or subcontractor shall maintain payrolls and basic payroll records during the course of work and shall preserve for a period of six (6) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by MPO/RTPO or subcontractor for inspection, copying, or transcription by authorized representatives of the STATE and the Department of Labor, and MPO/RTPO or subcontractor will permit such representative to interview such employees during working hours on the job. If any litigation, claim or audit is commenced, the records and accounts along with supporting documents shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

25. Independent Contractor

25.1 The MPO/RTPO shall be deemed an independent contractor for all purposes and the employees of the MPO/RTPO or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of the STATE.

26. Liability

26.1 No liability shall attach to the STATE or the MPO/RTPO by reasons of entering this Agreement except as expressly provided herein.

27. Severability

27.1 If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform to the terms and requirements of applicable law and the intent of this contract.

**METROPOLITAN PLANNING ORGANIZATION/
REGIONAL TRANSPORTATION PLANNING
ORGANIZATION**

State of Washington, Department of Transportation

By: 
Signed: _____

By: _____
Signed: _____

Printed Name: Scott Patterson

Printed Name: _____

Title: Executive Director

Title: Director, Strategic Planning Division

Date: June 25, 2013

Date: _____

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24.1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of 40 hours in such work week unless such laborer or mechanic receives compensation at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such work week.

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24.3. Withholding for Unpaid Wages and Liquidated Damages. STATE or MPO/RTPO shall, upon its own action or written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any monies payable on account of work performed by MPO/RTPO or subcontractor under any such contract or any contract subject to the contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

24.4. Nonconstruction Grants. MPO/RTPO or subcontractor shall maintain payrolls and basic payroll records during the course of work and shall preserve for a period of six (6) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by MPO/RTPO or subcontractor for inspection, copying, or transcription by authorized representatives of the STATE and the Department of Labor, and MPO/RTPO or subcontractor will permit such representative to interview such employees during working hours on the job. If any litigation, claim or audit is commenced, the records and accounts along with supporting documents shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

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26. Liability

26.1 No liability shall attach to the STATE or the MPO/RTPO by reasons of entering this Agreement except as expressly provided herein.

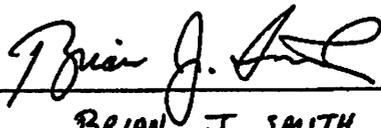
27. Severability

27.1 If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform to the terms and requirements of applicable law and the intent of this contract.

**METROPOLITAN PLANNING ORGANIZATION/
REGIONAL TRANSPORTATION PLANNING
ORGANIZATION**

State of Washington, Department of Transportation

By: 
Signed: _____
Printed Name: Scott Patterson
Title: Executive Director
Date: June 25, 2013

By: 
Signed: _____
Printed Name: BRIAN J. SMITH
Title: Director, Strategic Planning Division
Date: 6/30/2013

2013-15 BIENNIUM WORK ORDERS & AGREEMENT ALLOCATIONS

	Work Order	Grp	FHWA	FTA	RTPO	Work Order TOTAL
BFCG	PN5536	01	79,693.00			
	GCB1530	PN5536	02		57,696.00	137,389.00
		PN5548	01			120,948.00
		Carry Forward	01	93,123.40		
		Carry Forward	02		25,444.57	118,567.97
TOTAL AGREEMENT						376,904.97
CWCOG	PN5537	01	41,642.00			
	GCB1531	PN5537	02		22,970.00	64,612.00
		PN5549	01			179,143.00
		Carry Forward	01	253,639.80		
		Carry Forward	02		22,147.00	275,786.80
TOTAL AGREEMENT						519,541.80
LCVMPO	PN5538	01	15,123.00			
	GCB1532	PN5538	02		8,452.00	23,575.00
		Carry Forward	01	92,590.86		
		Carry Forward	02		30,245.00	122,835.86
TOTAL AGREEMENT						146,410.86
NEW						
GCB1533	PN5550	01			74,768.00	74,768.00
TOTAL AGREEMENT						74,768.00
Palouse						
GCB1534	PN5551	01			92,440.00	92,440.00
TOTAL AGREEMENT						92,440.00
Peninsula						
	PN5552	01			133,658.00	133,658.00
TOTAL AGREEMENT						133,658.00
PSRC	PN5539	01	1,011,136.00			
	GCB1535	PN5539	02		762,672.00	1,773,808.00
		PN5553	01			619,738.00
		Carry Forward	01	3,562,503.72		
		Carry Forward	02		779,212.20	4,341,715.92
TOTAL AGREEMENT						6,735,261.92
Quadco						
GCB1536	PN5554	01			119,151.00	119,151.00
TOTAL AGREEMENT						119,151.00
San Juan						
GCB	PN5555	01			19,864.00	19,864.00
TOTAL AGREEMENT						19,864.00
Skagit	PN5540	01	38,225.00			
	GCB1539	PN5540	02		23,195.00	61,420.00
		PN5556	01			109,176.00
		Carry Forward	01	349,660.89		
		Carry Forward	02		75,132.84	424,793.53
TOTAL AGREEMENT						595,389.53
SWRTC	PN5542	01	139,897.00			
	GCB1537	PN5542	02		89,315.00	229,212.00
		PN5557	01			172,495.00
		Carry Forward	01	386,755.52		
		Carry Forward	02		83,130.99	469,886.51
TOTAL AGREEMENT						871,593.51
Other Funds						0.00
SRTC						
GCB1537	PN5541	01	150,900.00			
	PN5541	02		95,334.00		246,234.00
	PN5558	01			141,972.00	141,972.00
	Carry Forward	01	304,539.68			
	Carry Forward	02		43,356.21		347,895.89
TOTAL AGREEMENT						736,101.89

	Work Order	Grp	FHWA	FTA	RTPO	Work Order TOTAL
TRPC	PN5543	01	69,023.00			
GCB1540	PN5543	02		41,959.00		110,982.00
	PN5559	01			91,675.00	91,675.00
	Carry Forward	01	118,237.32			
	Carry Forward	02		20,999.57		139,236.89
TOTAL AGREEMENT						341,893.89
WWVMPO	PN5546	01	32,033.00			
GCB1541	PN5546	02		18,636.00		50,889.00
	PN55	01			30,883.00	30,883.00
	Carry Forward	01	96,098.00			
	Carry Forward	02		18,009.00		114,107.00
TOTAL AGREEMENT						195,859.00
WVTC	PN5546	01	39,112.00			
GCB1543	PN5546	02		23,899.00		63,011.00
	PN5560	01			110,036.00	110,036.00
	Carry Forward	01	208,618.56			
	Carry Forward	02		2,269.53		210,888.09
TOTAL AGREEMENT						383,935.09
WCOG	PN5544	01	67,588.00			
GCB1542	PN5544	02		31,699.00		99,287.00
	PN5561	01			86,862.00	86,862.00
	Carry Forward	01	95,372.84			95,372.84
	IMTC	01	240,000.00			240,000.00
TOTAL AGREEMENT						521,521.84
YVCOG	PN5547	01	58,201.00			
GCB1544	PN5547	02		34,186.00		92,387.00
	PN5562	01			97,191.00	97,191.00
	Carry Forward	01	220,102.08			
	Carry Forward	02		45,945.47		266,047.55
TOTAL AGREEMENT						455,625.55

	Agreement Number	VENDOR NUMBER	Prior TOTAL Agreement Funding	Agreement TOTAL
BFCG	GCB1530	910915623	0.00	378,904.97
CWCOG	GCB1531	SW000053718	0.00	519,541.80
LCVMPO	GCB1532	470929337	0.00	146,410.86
NEW	GCB1533	911360381	0.00	74,768.00
Palouse	GCB1534	911319496	0.00	92,440.00
Peninsula				133,658.00
PSRC	GCB1535	SW003127400	0.00	6,735,261.92
Quadco	GCB1536		0.00	119,151.00
San Juan	GCB	SW001141140 1	0.00	19,864.00
Skagit	GCB1539	SW007628200	0.00	595,389.53
SWRTC	GCB1537	911559925 L	0.00	871,593.51
SRTC	GCB1537	910883917	0.00	736,101.89
TRPC	GCB1540	SW000743900	0.00	341,893.89
WWVMPO	GCB1541	SW010756900	0.00	195,859.00
WVTC	GCB1543	260061958	0.00	383,935.09
WCOG	GCB1542	SW000242508	0.00	521,521.84
YVCOG	GCB1544	906001387W	0.00	455,625.55
				12,319,720.85