

To be posted on CITY of Vancouver website

**Pacific Northwest Interagency Cooperative**  
**Intergovernmental Agreement**  
**For**  
**Grounds Equipment and Maintenance (“GEM”) Services**  
**1/1/2011 – 12/31/2015**

This Agreement is made and entered into effective January 1, 2011, by and between the undersigned parties under virtue of Titles 39.34 and 47.28 RCW and ORS 190.007.

**WHEREAS**, the parties hereto are charged with the responsibility of constructing and maintaining their facilities, streets, roads, and highways and maintaining staff, equipment and materials to perform the necessary work; and

**WHEREAS**, a number of the parties to this Agreement have had in place since 2005 an Interlocal Agreement for the sharing of equipment and labor for services, roadway construction, roadway maintenance and facilities support, (filed under Clark County Auditor’s File No. 4391926IA); and

**WHEREAS**, the parties and public have benefited from the earlier Interlocal Agreement through greater efficiencies and economies of scale; and

**WHEREAS**, such interlocal cooperative effort has commonly been known as the “GEM” Agreement, which stands for grounds, equipment and maintenance; and

**WHEREAS**, this successor Interlocal Agreement is formed to be consistent with the provisions and term of the “Interlocal Cooperation Act” pursuant to Chapter 39.34 RCW, the provisions of the “Highways and Transportation Improvements Cooperative Agreements Act” pursuant to RCW 47.28.140, and with the provisions of ORS 190.007, Intergovernmental Cooperation; and

**WHEREAS**, it is believed that the need today for efficiencies and economies of scale for public agencies is greater than ever.

**NOW THEREFORE**, in consideration of the terms, conditions, covenants and performances contained herein, or attached and incorporated and made part hereof,

//

//

//

Other organizations who are neither general purpose governmental jurisdictions nor public service providers may also be allowed to participate in similar or identical, but separate, service agreements.

### **3. TERM OF AGREEMENT**

The term of this Agreement is for the period from January 1, 2011, through December 31, 2015. Such term may be extended in accordance with Section 4 of this Agreement. This Agreement supersedes the Interlocal Agreement dated December 19, 2005, filed under Clark County Auditor's File No. 4391926IA.

### **4. EXTENSIONS**

The term of this Agreement may be extended in five-year increments from the date that this Agreement was initially executed by mutual written agreement of one or more of the parties. The extension agreements shall be executed at least fifteen (15) days prior to the expiration of the Agreement. If such Agreement is extended, then there will be a review of the cost of services provided under this Agreement. If such review(s) result in a finding of increased costs, then such increased costs will be available upon request. The Administrator for each respective party is authorized to approve and execute such five-year extensions without further authorization from the legislative or governing body of the respective governmental parties.

### **5. REQUEST FOR SERVICES**

Each request for service shall be in writing and shall specify the particular service required, the amounts and types of labor, equipment, and materials required, the location of the work, the estimated cost of the work and other information pertinent to the request. Upon receipt of the request, the party which has been requested to supply the service shall indicate its acceptance or rejection of the request, provide an estimated cost of the work by their forces, have it signed by their authorized official, and return one copy to the requesting party. In cases of emergency or unforeseen circumstance necessitating prompt action the request and approval may be done verbally but must be documented in writing within forty eight (48) hours of the verbal request.

The party supplying the services or the vehicles, machinery, and equipment shall be designated as the "Provider" herein. The party receiving the services or assuming the use of vehicles, machinery or equipment shall be designated the "User" herein.

### **6. PAYMENT**

The parties to this Agreement agree that the User under this Agreement shall reimburse, upon request, the Provider for its actual direct and related indirect costs including any administrative overhead charges. Administrative charges between two separate parties may be waived by virtue of a written separate reciprocal agreement between the parties. Users will pay Provider's invoices in full within thirty (30) days of billing.

The maximum amount payable for work performed under this Agreement is fifty thousand dollars (\$50,000) per calendar year by each party to the Agreement.

### **7. RECORDS RETENTION AND AUDIT**

**A. Usage of Equipment.** When using Provider equipment only, the User will protect, save and hold harmless and indemnify the Provider and its officers, agents, and employees from all claims, actions, damages, or expenses of any nature whatsoever by reasons of the acts or omissions of the Provider or its assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement arising solely out of the User's use of the Provider's equipment. In such cases, the User further agrees to defend the Provider and its officers, agents, employees, assigns, agents, contractors, licensees, invitees, and employees in any litigation, including payment of any costs or attorney fees for any claims or action commenced thereon arising out of or in connection with the acts or activities authorized by this Agreement. This obligation shall not include such claims, costs, damages or expenses which are caused by the sole negligence of the Provider or its officers, agents, employees, assigns, contractors, licensees, invitees, or employees.

**B. Usage of Both Equipment and Labor.** When the Provider provides both equipment and labor, the Provider will protect save and hold harmless and indemnify the User and its officers, agents, and employees from all claims, actions, damages, or expenses of any nature whatsoever by reasons of the acts or omissions of the User or its officers, agents, employees, assigns, contractors, licensees, invitees, or employees arising out of or in connection with any acts or activities authorized by this Agreement arising out of the use of both the Provider's equipment and labor. In such cases, the Provider further agrees to defend the User and its officers, agents, employees, assigns, agents, contractors, licensees, invitees, and employees in any litigation, including payment of any costs or attorney fees for any claims or action commenced thereon arising out of or in connection with the acts or activities authorized by this Agreement. This obligation shall not include such claims, costs, damages or expenses which are caused by the sole negligence of the User or its officers, agents, employees, assigns, contractors, licensees, invitees, or employees.

**C. Waiver of Worker's Compensation Immunity.** This hold harmless and indemnification shall include any claim made against a party by an employee of another party or an employee of an agent or subcontractor of a party even if the party is thus otherwise immune from liability pursuant to the Washington workers' compensation statute, Title 51 RCW or the Oregon workers' compensation statute, Ch 656 ORS.

**D. Concurrent Negligence.** If the claims or damages are caused by or result from the concurrent negligence of the Provider and their agents or employees, and the User, its agents or employees, and involves those actions covered by RCW 4.24.115, both the Provider and the User shall be liable only to the proportional extent of their respective negligence.

### **13. CIVIL RIGHTS ACT**

**A. Nondiscrimination --Title VI of the Civil Rights Act.** All participants agree to comply, and assure the compliance of each third party contractor and each sub-recipient at any tier of the Project, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000(d) and (e), et seq., and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements the Federal Transit Authority (hereinafter referred to as "FTA") may issue.

**B. Equal Employment Opportunity – Title VII of the Civil Rights Act.** All participants agree to comply, and assures the compliance of each third party contractor and each sub-recipient at any tier

All participating agencies agree to maintain records and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration, except in the event of litigation or settlement of claims arising from the performance of any part of this Agreement, in which case all records shall be retained until the participating agency, the FTA, or the Comptroller General have disposed of all litigations, appeals or claims related to this cooperative activity.

## **18. INCORPORATION OF FTA TERMS AND CONDITIONS**

The preceding provisions include, in part, certain Terms and Conditions required by the United States Department of Transportation (hereinafter referred to as "DOT") whether or not expressly set forth in the preceding contract provision. All contractual provisions required by DOT as set forth in the FTA Circular 4220.IF, dated November 1, 2008 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 parties shall not perform any act, fail to perform any act, or refuse to comply with any participating agency's requests, which would cause other participating agencies such as C-Tran to be in violation of the FTA terms and conditions.

## **19. TERMINATION OF AGREEMENT**

The right is reserved by the parties to this Agreement to terminate the agreement at any time by giving thirty (30) days written notice to the other party or parties.

## **20. INTERLOCAL COOPERATION ACT COMPLIANCE**

This is an Agreement entered into pursuant to Chapter 39.34 and Chapter 47.28 RCW and pursuant to ORS 190.007, Intergovernmental Cooperation. Its purpose is as set forth in Section 1. Its duration is as specified in Sections 3 (Term) and 4 (Extensions). Its method of termination is set forth in Section 18. Its manner of financing and of establishing and maintaining a budget therefore is described in Section 6 (Payment). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

## **21. DOCUMENT EXECUTION AND POSTING**

The parties agree that this Agreement may be executed in any number of counterparts and by the parties on separate counterparts, any one of which shall constitute an agreement between and among the parties who have executed this Agreement; provided that each party shall transmit to the attention of the Vancouver City Clerk an original, executed signature page of this Agreement, the template for which is attached to this Agreement as Exhibit A.

The Vancouver City Clerk shall cause a copy of this Agreement and a copy of each executed signature page of each party to be posted on the Vancouver City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon execution of an original of this Agreement, and posting of a copy of a party's executed signature page on the City of Vancouver's website, each such counterpart shall constitute an agreement binding upon all who have so executed this Agreement.

The parties agree that subsequent parties may also sign original signature pages to this Agreement that incorporate by reference all the terms of this Agreement. Subsequent parties shall transmit signed signature pages to the attention of the Vancouver City Clerk, who shall cause a copy of such

**EXHIBIT A – SIGNATURE PAGE**

**To be posted on City of Vancouver website**

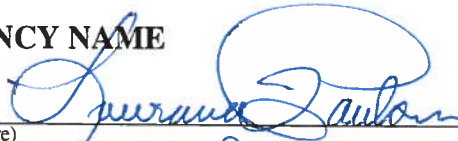
**RETURN ADDRESS**

City of Vancouver  
City Clerk's Office  
PO Box 1995  
Vancouver, WA 98668-1995

**Pacific Northwest Interagency Cooperative**  
**Intergovernmental Agreement**  
**For**  
**Grounds Equipment and Maintenance ("GEM") Services**  
**1/1/2011 – 12/31/2015**  
**(SIGNED BY EACH PARTICIPATING ENTITY)**

The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2011 – 12/31/2015, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

**AGENCY NAME**

  
\_\_\_\_\_  
(Signature)

Lawrence K. Paulson, Executive Director  
\_\_\_\_\_  
(Printed Name/ Title)

August 23, 2011  
\_\_\_\_\_  
(Date)

**Attested to:**

Michelle Allan  
\_\_\_\_\_  
(Signature)

Michelle Allan, Executive Assistant  
\_\_\_\_\_  
(Printed Name/ Title)

By: \_\_\_\_\_

**Approved as to Form:**

Alicia L. Lowe  
\_\_\_\_\_  
(Signature)

Alicia L. Lowe, Counsel  
\_\_\_\_\_  
(Printed Name/ Title)

Attorney for Port of Vancouver  
\_\_\_\_\_

EXHIBIT A – SIGNATURE PAGE

To be posted on City of Vancouver website

RETURN ADDRESS

City of Vancouver  
City Clerk's Office  
PO Box 1995  
Vancouver, WA 98668-1995

CITY OF VANCOUVER  
ERIC HOLMES, CITY MANAGER  
CARRIE LEWELLEN, DEPUTY CITY CLERK  
TED GATHE, CITY ATTORNEY

Pacific Northwest Interagency Cooperative  
Intergovernmental Agreement

For  
Grounds Equipment and Maintenance ("GEM") Services  
1/1/2011 – 12/31/2015  
(SIGNED BY EACH PARTICIPATING ENTITY)

The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2011 – 12/31/2015, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

AGENCY NAME \_\_\_\_\_  
SIGNATURE ON FILE \_\_\_\_\_  
(Signature) \_\_\_\_\_  
ERIC J. HOLMES, CITY MGR \_\_\_\_\_  
(Printed Name/ Title) \_\_\_\_\_  
March 2, 2011 \_\_\_\_\_  
(Date) \_\_\_\_\_

Attested to: \_\_\_\_\_  
SIGNATURE ON FILE \_\_\_\_\_  
(Signature) \_\_\_\_\_  
Carrie Lewellen, Deputy City Clerk \_\_\_\_\_  
(Printed Name/ Title) \_\_\_\_\_  
By: City of Vancouver \_\_\_\_\_

Approved as to Form: \_\_\_\_\_  
SIGNATURE ON FILE \_\_\_\_\_  
(Signature) \_\_\_\_\_  
TED A. GATHE, CITY ATTORNEY \_\_\_\_\_  
(Printed Name/ Title) \_\_\_\_\_  
City of Vancouver \_\_\_\_\_  
Attorney for \_\_\_\_\_

**EXHIBIT A – SIGNATURE PAGE**

**To be posted on City of Vancouver website**

**RETURN ADDRESS**

City of Vancouver  
City Clerk's Office  
PO Box 1995  
Vancouver, WA 98668-1995

City of Woodland  
Charles E Blum, Mayor  
Mari E Ripp, Clerk Treasurer  
William J Eling, City Attorney

**Pacific Northwest Interagency Cooperative**  
**Intergovernmental Agreement**  
**For**  
**Grounds Equipment and Maintenance ("GEM") Services**  
**1/1/2011 – 12/31/2015**  
**(SIGNED BY EACH PARTICIPATING ENTITY)**

The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2011 – 12/31/2015, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

**AGENCY NAME**

**SIGNATURE ON FILE**  
(Signature)

Charles E. Blum  
(Printed Name/ Title) Mayor

3/29/11  
(Date)

**Attested to:**

**SIGNATURE ON FILE**  
(Signature)

MARI E. RIPP Clerk Treasurer  
(Printed Name/ Title)

**By:**

**Approved as to Form**

**SIGNATURE ON FILE**  
(Signature)

William J. Eling  
(Printed Name/ Title)

City Attorney  
Attorney for Woodland

EXHIBIT A – SIGNATURE PAGE

To be posted on City of Vancouver website

RETURN ADDRESS

City of Vancouver  
City Clerk's Office  
PO Box 1995  
Vancouver, WA 98668-1995

CLARK PUBLIC UTILITIES  
ANDREW HUCK DIRECTOR OF OPERATIONS  
JOHN ELDRIDGE LEGAL COUNSEL

**Pacific Northwest Interagency Cooperative**  
**Intergovernmental Agreement**  
**For**  
**Grounds Equipment and Maintenance ("GEM") Services**  
**1/1/2011 – 12/31/2015**  
**(SIGNED BY EACH PARTICIPATING ENTITY)**

The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2011 – 12/31/2015, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

AGENCY NAME CLARK PUBLIC UTILITIES

**SIGNATURE ON FILE**

(Signature)

A. ANDREW HUCK DIRECTOR OF OPERATIONS

(Printed Name/ Title)

3/29/11

(Date)

Attested to:

(Signature)

(Printed Name/ Title)

By:

Approved as to Form:

**SIGNATURE ON FILE**

(Signature)

John Eldridge / LEGAL COUNSEL

(Printed Name/ Title)

CLARK PUD

Attorney for



EXHIBIT A – SIGNATURE PAGE

To be posted on City of Vancouver website

RETURN ADDRESS

City of Vancouver  
City Clerk's Office  
PO Box 1995  
Vancouver, WA 98668-1995

City of Camas  
Paul Dennis, Mayor  
Joan Durgin, City Clerk  
Shawn MacPherson, City Attorney

Pacific Northwest Interagency Cooperative  
Intergovernmental Agreement

For  
Grounds Equipment and Maintenance ("GEM") Services  
1/1/2011 – 12/31/2015  
(SIGNED BY EACH PARTICIPATING ENTITY)

The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2011 – 12/31/2015, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

AGENCY NAME

SIGNATURE ON FILE

(Signature) \_\_\_\_\_

Paul Dennis, Mayor  
(Printed Name/ Title)

1/1/11  
(Date)

Attested to:

SIGNATURE ON FILE LD

(Signature) \_\_\_\_\_

JOAN M Durgin City Clerk  
(Printed Name/ Title)

By: \_\_\_\_\_

Approved as to Form:

SIGNATURE ON FILE SM

(Signature) \_\_\_\_\_

Shawn MacPherson, City Attorney  
(Printed Name/ Title)

City of Camas  
Attorney for \_\_\_\_\_

EXHIBIT A – SIGNATURE PAGE

To be posted on City of Vancouver website

RETURN ADDRESS


City of Vancouver  
City Clerk's Office  
PO Box 1995  
Vancouver, WA 98668-1995

City of Kalama  
Pete Poulsen, Mayor  
Coni McMaster, Clerk/Treasurer  
Paul Brachvogel, City Attorney


**Pacific Northwest Interagency Cooperative**  
**Intergovernmental Agreement**  
**For**  
**Grounds Equipment and Maintenance ("GEM") Services**  
**1/1/2011 – 12/31/2015**  
**(SIGNED BY EACH PARTICIPATING ENTITY)**

The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2011 – 12/31/2015, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

AGENCY NAME

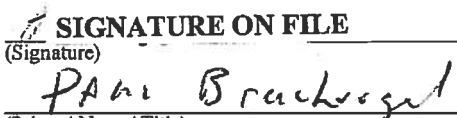
SIGNATURE ON FILE  
(Signature)   
PETE POULSEN, Mayor  
(Printed Name/ Title)  
1-28-2011  
(Date)

Attested to:

SIGNATURE ON FILE  
(Signature)   
Coni McMaster, Clerk/Treasurer  
(Printed Name/ Title)

By: \_\_\_\_\_

Approved as to Form:

SIGNATURE ON FILE  
(Signature)   
Paul Brachvogel  
(Printed Name/ Title)

Attorney for City of Kalama

**EXHIBIT A – SIGNATURE PAGE**

**To be posted on City of Vancouver website**

RETURN ADDRESS  
City of Vancouver  
City Clerk's Office  
PO Box 1995  
Vancouver, WA 98668-1995

City of Portland  
Tom Miller, Director  
Linda Meng, City Attorney

**Pacific Northwest Interagency Cooperative**  
**Intergovernmental Agreement**  
**For**  
**Grounds Equipment and Maintenance ("GEM") Services**  
**1/1/2011 – 12/31/2015**  
**(SIGNED BY EACH PARTICIPATING ENTITY)**

The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2011 – 12/31/2015, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

**AGENCY NAME**

**SIGNATURE ON FILE**

(Signature)

**Tom Miller, Director PBOT**

(Printed Name/ Title)

**05/17/11**

(Date)

**Attested to:**

(Signature)

(Printed Name/ Title)

**By:**

**Approved as to Form:**

**APPROVED AS TO FORM**

(Signature)

**SIGNATURE ON FILE**

(Printed Name/ Title)

**CITY ATTORNEY**

Attorney for \_\_\_\_\_

**EXHIBIT A – SIGNATURE PAGE**

**To be posted on City of Vancouver website**

RETURN ADDRESS  
City of Vancouver  
City Clerk's Office  
PO Box 1995  
Vancouver, WA 98668-1995

**Pacific Northwest Interagency Cooperative**  
**Intergovernmental Agreement**  
**For**  
**Grounds Equipment and Maintenance ("GEM") Services**  
**1/1/2011 – 12/31/2015**  
**(SIGNED BY EACH PARTICIPATING ENTITY)**

The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2011 – 12/31/2015, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

**PORT OF CAMAS-WASHOUGAL**

**SIGNATURE ON FILE** \_\_\_\_\_

**David Ripp, Executive Director**  
(Printed Name/ Title)

**June 7, 2011**  
(Date)

**Attested to:**

**SIGNATURE ON FILE**

(Signature) \_\_\_\_\_

**Mary Murphy, Executive Assistant**  
(Printed Name/ Title)

**June 7, 2011**

**Approved as to Form:**  
**GOODSTEIN LAW GROUP PLLC**

**By:** **SIGNATURE ON FILE** \_\_\_\_\_  
(Signature)

**Timothy Harris**  
(Printed Name/ Title)

**Attorney for the Port of Camas-Washougal**

**EXHIBIT A – SIGNATURE PAGE**

To be posted on City of Vancouver website

**RETURN ADDRESS**

City of Vancouver  
City Clerk's Office  
PO Box 1995  
Vancouver, WA 98668-1995

CITY OF LA CENTER  
James Irish, Mayor  
Cathy Winston, Assistant Clerk  
Daniel Kearns, City Attorney

**Pacific Northwest Interagency Cooperative  
Intergovernmental Agreement**

**For**

**Grounds Equipment and Maintenance ("GEM") Services**

**1/1/2011 – 12/31/2015**

**(SIGNED BY EACH PARTICIPATING ENTITY)**

The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2011 – 12/31/2015, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

**AGENCY NAME** CITY OF LA CENTER

**SIGNATURE ON FILE** \_\_\_\_\_  
(Sig)

James T. Irish, Mayor  
(Printed Name/ Title)

6/28/2011  
(Date)

**Attested to:**

[Signature] **SIGNATURE ON FILE** \_\_\_\_\_  
(Signature)

Cathy A. Winston, Asst. Clerk  
(Printed Name/ Title)

**By:** \_\_\_\_\_

**Approved as to Form:**

**SIGNATURE ON FILE** \_\_\_\_\_  
(Sig)

Daniel Kearns, City Attorney  
(Printed Name/ Title)

La Center  
Attorney for \_\_\_\_\_

**EXHIBIT A – SIGNATURE PAGE**

**To be posted on City of Vancouver website**

RETURN ADDRESS  
City of Vancouver  
City Clerk’s Office  
PO Box 1995  
Vancouver, WA 98668-1995

**Pacific Northwest Interagency Cooperative  
Intergovernmental Agreement  
For  
Grounds Equipment and Maintenance (“GEM”) Services  
1/1/2011 – 12/31/2015  
**(SIGNED BY EACH PARTICIPATING ENTITY)****


The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services (“GEM” Interlocal) - 1/1/2011 – 12/31/2015, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

**CITY OF RIDGEFIELD**

 **SIGNATURE ON FILE** \_\_\_\_\_  
(Signature)

Justin Clary, City Manager  
(Printed Name/ Title)

6/15/2011  
(Date)

Attested to: 

**SIGNATURE ON FILE** \_\_\_\_\_  
(Signature)

Kay Kammer, Director of Finance & Administration  
(Printed Name/ Title)

By: \_\_\_\_\_

Approved as to Form:

 **SIGNATURE ON FILE** \_\_\_\_\_  
(Signature)

Chris Sundstrom  
(Printed Name/ Title)

City of Ridgefield  
Attorney for