

**Pacific Northwest Interagency Cooperative**  
**Intergovernmental Agreement For**  
**Grounds Equipment and Maintenance (“GEM”) Services**

**1/1/2026 – 12/31/2031**

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This Agreement is between various public agencies for the purpose of sharing equipment and labor for services relating to furnishing each other labor, equipment and materials when available on a reimbursable basis for services, roadway construction, maintenance activities, and facilities support pursuant to chapter 39.34 RCW, RCW 47.28.140, and chapter 190.007 ORS.

**WHEREAS**, the parties to this Agreement are each responsible for constructing and maintaining their facilities/grounds, utilities (sewer, stormwater, power, water, gas, etc.), streets, roads, and highways and maintaining staff, equipment and materials to perform this work; and

**WHEREAS**, some of the parties to this Agreement were previous participants in similar interlocal agreements since 2005; and

**WHEREAS**, the parties and public have benefited from the earlier interlocal agreements by achieving greater efficiencies and economies of scale; and

**WHEREAS**, these interlocal cooperative efforts have commonly been known as the “GEM” Agreement, which stands for grounds, equipment and maintenance; and

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

**WHEREAS**, public agencies have a continuing need for efficiencies and economies of scale.

In consideration of the below terms, the parties agree as follows:

**1. PURPOSES**

The purpose of this Agreement is to permit the parties to make more efficient use of their resources by enabling them to furnish each other labor, equipment and materials when available on a reimbursable basis for services, roadway construction, maintenance activities, and facilities support. This sharing of

resources will be done with the understanding of the parties that the work of the owner of the requested resources takes first priority.

## **2. PARTIES**

The initial parties to this Agreement are City of Vancouver, Clark County, Clark Regional Wastewater District and Clark Regional Transportation Agency. Other governmental agencies, quasi-governmental agencies and public service providers may become parties to this Agreement by executing a signature page pursuant to Section 21.

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

## **3. TERM OF AGREEMENT**

The term of this Agreement is from January 1, 2026, through December 31, 2031. The term may be extended pursuant to Section 4. This Agreement replaces the prior GEM Interlocal Agreement.

## **4. EXTENSIONS**

This Agreement may be extended in five-year increments from the date that this Agreement was initially executed by written agreement of two or more parties. Any extensions shall be executed at least 30 days prior to the expiration of the Agreement. The Administrator for each party is authorized to execute five-year extensions without further authorization from the legislative or governing body of that party. A party desiring to extend the Agreement shall execute a new signature page reflecting the applicable five-year period of that party's continued participation.

## **5. REQUEST FOR SERVICES**

Each request for service shall be in writing and 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 provide 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 48 hours of the verbal request.

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

## **6. PAYMENT**

The parties agree that the User shall reimburse the Provider, upon request, 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 separate written agreement between the parties. Users will pay Provider's invoices in full within 30 days of billing.

Each party agrees that it will be responsible to ensure that the amounts payable for work performed under this Agreement are in accordance with its own procurement guidelines and applicable law.

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

The parties agree to maintain records of all costs incurred under this Agreement pursuant to an accounting system as prescribed and approved by the Washington State Auditor's Office or by the Oregon Secretary of State Audits Division, as applicable. These records shall be kept available for inspection and audit by the party requesting the service for 6 years after payment of the requested service.

## **8. CARE AND MAINTENANCE OF EQUIPMENT**

The parties agree that any time a request is made for the use of equipment, the User shall be responsible for the proper care, maintenance and security of the equipment until the equipment is returned to the Provider. The User shall permit the equipment to be used only by properly trained and supervised operators. Any damage other than normal wear and tear will be the responsibility of the party in possession of the equipment at the time the equipment is damaged. The Provider may require, at its sole discretion, that only Provider's personnel operate certain equipment. In doing so, Provider is an independent contractor and Provider's employees are not employees of the User. The Provider's operator shall perform under the general direction and control of the User but shall retain full control of the manner and means of using the equipment.

## **9. RIGHT OF ENTRY**

The parties have permission to enter all land in which the parties have an interest that is within or adjacent to the right-of-way of a highway, road or street to accomplish all work or services requested as part of this Agreement.

## **10. ADMINISTRATORS**

The legislative body, governing body, or chief administrative official as appropriate for each party shall designate an administrator, who shall have authority to act on behalf of their agency for any action contemplated by this Agreement. The Administrator may designate another person to act in their capacity as Administrator for purposes of this Agreement.

## **11. DISPUTE CLAUSE, CHOICE OF LAW AND VENUE**

If a dispute arises under this Agreement, it shall be resolved as follows:

The Administrator for the Provider and the User shall each appoint a member to a disputes board. These two members of the disputes board shall select a third member not affiliated with either agency. The

dispute resolution hearing shall be informal and unrecorded. Use of this dispute resolution process shall be a prerequisite to the filing of any litigation concerning the dispute.

Venue for any legal action resulting from this Agreement shall be in Clark County, Washington in any court with jurisdiction. The laws of the State of Washington shall apply to this Agreement.

## **12. HOLD HARMLESS AND INDEMNIFICATION**

A. The User will hold harmless, indemnify, and defend the Provider and its elected or appointed officials, agents, and employees from all claims, actions, damages, or expenses arising out of, or in conjunction with, the performance of the work performed by Provider. This obligation shall not include claims, costs, or damages caused by the sole negligence of the Provider or its elected or appointed officials, agents, and employees.

B. *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 otherwise immune from liability pursuant to the Washington workers' compensation statute, Title 51 RCW or the Oregon workers' compensation statute, Ch 656 ORS.

C. *Concurrent Negligence.* If the claims or damages are caused by or result from the concurrent negligence of the Provider, and its agents or employees, and the User, and 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 agree to comply 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 parties agree to comply 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 the FTA may issue.

## **14. FRAUD OR FALSE STATEMENTS**

By executing this Agreement, each party affirms the truthfulness and accuracy of any statement it has made, it makes, or may make or cause to be made, regarding use of any C-Tran / Federal Transit Agency ("FTA") funded or assisted equipment used pursuant to this Agreement.

Each party also acknowledges the Federal Government may impose penalties on a party pursuant to 18 U.S.C § 1001 and 49 U.S.C § 5307 for a false, fictitious or fraudulent claim, statement, submission or certification under a contract that is financed in whole, or in part, by Federal assistance.

#### **15. FTA APPROVAL AND FEDERAL CHANGES**

Each party, when contracting with an FTA regulated agency, shall comply with all applicable FTA regulations, policies, procedures and directives as adopted or amended, including those listed by reference in the Agreement between C-TRAN and the FTA. A party's failure to do so shall constitute a material breach of this Agreement.

#### **16. DRUG AND ALCOHOL TESTING**

If involved with the maintenance, repair or operation of C-Tran revenue service vehicles, the party shall participate in a drug and alcohol program that complies with the federal Department of Transportation 49 CFR § 653 and § 654. Employees who perform "safety-sensitive" functions must be included in the substance abuse management program. The FTA has determined that safety-sensitive functions are performed by personnel who:

- 1) operate revenue service vehicles, including when not in revenue service;
- 2) operate non-revenue service vehicles that require drivers to hold commercial driver's licenses (CDLs);
- 3) dispatch or control revenue service vehicles;
- 4) maintain revenue service vehicles or equipment used in revenue service except for contractors to Section 18 transit agencies; and
- 5) provide security and carry a firearm.

The FTA has determined these requirements also apply to employees of a contractor hired by participants to provide transit and/or maintenance services. These categories include supervisors who perform these functions. Supervisors of employees in these categories who do not themselves perform these functions are excluded.

C-Tran may request copies of signatory agency's Drug and Alcohol Policy from their respective Human Resources Departments, which party agencies shall provide within 10 days.

#### **17. ACCESS TO RECORDS**

All parties agree to maintain records and reports required under this Agreement for a period of not less than 6 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 party, the FTA, or the Comptroller General have disposed of all litigation, appeals or claims related to this Agreement.

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

Sections 13-17 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 provisions. All contractual provisions required by DOT as set forth in the FTA Circular 4220.1F, dated November 1, 2008 are incorporated by reference. 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**

Any party may terminate their participation in this Agreement at any time by giving at least 30 days’ written notice to all other parties. Any termination under this Section shall be effective 30 days after notice is provided to all other parties, with the date measured 30 days from the date of notice is received by the last party.

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

This Agreement is entered into pursuant to chapter 39.34 and chapter 47.28 RCW and pursuant to 190.007 ORS, 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 19. Its manner of financing and of establishing and maintaining a budget therefor 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 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 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 counterpart shall constitute an agreement binding on all who have executed this Agreement.

The parties further agree that other entities may also become parties to this Agreement by signing original signature pages 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 the signature pages to be posted on the City of Vancouver website. Upon receipt and posting of such signature pages, this Agreement shall likewise be binding on those subsequent parties.

## **22. WAIVER**

No waiver by any party of any term or condition of this Agreement shall be construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

## **23. SEVERABILITY**

If any section or part of this Agreement is held by a court to be invalid, that determination shall not affect the validity of any other part of this Agreement.

## 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**  
**1/1/2026 – 12/31/2031**  
**(SIGNED BY EACH PARTICIPATING ENTITY)**

The undersigned agrees to the terms of the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2026 – 12/31/2031, the terms and conditions of which are incorporated by this reference.

**AGENCY NAME:** \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature) Date

\_\_\_\_\_  
(Printed Name/ Title)

Agency Administrator Name (primary user): \_\_\_\_\_

Agency Administrator Phone Number/Email: \_\_\_\_\_

**Attested to:**

\_\_\_\_\_  
(Authorized Signature) Date

\_\_\_\_\_  
(Printed Name/ Title)

**Approved as to Form:**

\_\_\_\_\_  
(Authorized Signature) Date

\_\_\_\_\_  
(Printed Name/ Title)

\_\_\_\_\_  
Agency