

TO BE RECORDED

RETURN ADDRESS

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

MASTER INTERLOCAL SERVICE AGREEMENT

THIS CONTRACT is made and entered into by and between SOUTHWEST WASHINGTON REGIONAL TRANSPORTATION COUNCIL, (hereinafter "RTC"), a metropolitan planning organization established under federal law and regional transportation planning organization established pursuant to state law, and created by interlocal agreement effective July 1, 1992, and the CITY OF VANCOUVER, a municipal corporation duly organized pursuant to the laws of Washington, (hereinafter, "City").

WHEREAS, RTC and the City individually lack adequate personnel for each to do all required transportation planning work alone and seek to utilize the other's personnel and expertise when appropriate to increase efficiency; and

WHEREAS, the parties have the necessary personnel and expertise in combination and are willing to do said work for one another in consideration of the mutual covenants and agreements herein contained and pursuant to RCW 39.34.080, as applicable;

WHEREAS, this CONTRACT has been authorized by the respective governing bodies of the City and RTC; now, therefore,

IT IS COVENANTED AND AGREED as follows:

1. The purpose of this CONTRACT is to maximize the resources and expertise of the parties to increase efficiency in transportation planning.

2. RTC or the City shall provide one another those transportation planning services as requested of one another in work orders to implement this CONTRACT to the same standards provided by RTC or the City in their respective capacities.

3. Each work order shall set forth the scope of work, rate of compensation, not to exceed amount, and timelines for completion for each project.

4. Such work orders shall be executed by the parties by the administrative agents, or designees, specified in this CONTRACT:

For the City:

Director; Community and Economic Development Department;

or,

Director; Public Works Department

For RTC:

Transportation Director, Southwest Washington Regional Transportation Council

5. This CONTRACT will be utilized by the City Departments: Community and Economic Development and Public Works Department; and, RTC.

6. Each party requesting service, covenants by executing a work order pursuant to this CONTRACT that its requests for service are within the annual budget for that party or department and for that service.

7. All costs to party providing service for its labor assigned contractors and administrative expenses shall be recovered under a reimbursable work requisition number. All cost estimates shall include appropriate administrative overhead rates, applicable sales and business and occupation taxes, applicable liability insurance charges, and actual charges. Costs shall include actual direct labor and usage charges and any applicable overhead.

8. Upon completion of each reimbursable work requisition, the party requesting service agrees to pay the party providing service, the amount of the costs under the work order within 30 days of invoice. Both parties shall endeavor to timely pay all bills for service.

9. Both parties agree that in the performance of this CONTRACT they shall comply with the provisions of RCW 39.34.080, as applicable.

10. Both parties agree that in the performance of this CONTRACT they shall comply with all other applicable local, state and federal laws.

11. It is understood and agreed that each party will be responsible for its own negligence and will, to the extent of its negligence, indemnify and hold harmless the other party from any and all claims, losses, or causes of action, suits and actions in equity of any kind.

12. Each party agrees to hold the other party harmless from any and all bodily injury claims brought by employees of that party and expressly waives its immunity under the Ch 51 RCW, the Industrial Insurance Act, as to these claims which are brought against the other party; provided, that if City and RTC are both found to be negligent, each party's duty to indemnify shall be limited to the extent of its negligence. The City and RTC waive transfer of rights of recovery (subrogation) against each other, their agents, representatives, directors, officers and employees for any claim arising out of acts, errors, mistakes, omissions in the provision of work or services under this CONTRACT.

13. It is understood and agreed between the parties that this CONTRACT shall not be assigned, transferred or any portion subcontracted hereunder by the either party without the prior written permission of the other party.

14. Any notices to be given under this CONTRACT shall be delivered postage repaid and addressed to:

To RTC:

Regional Transportation Council
PO Box 1366
Vancouver, WA 98666-1366
Attn: Transportation Director

To the City:

CITY OF VANCOUVER
Director, Community and Economic Development Department;
and,
Director, Public Works Department
P.O. Box 1995
Vancouver, Washington 98668-1995

15. This CONTRACT is intended for the benefit of the parties and is not intended to create third party beneficiaries.

16. The term of this CONTRACT is for five (5) years from the date of execution by both parties. Either party may terminate this CONTRACT upon sixty (60) days written notice. The parties agree to reimburse one another for the cost of services provided through the date of termination of this CONTRACT.

17. This CONTRACT is entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Section 1. Its term or duration is as specified in Section 16. Its method of termination is set forth in Section 16. Its manner of financing is described in Sections 2-8. No property shall

be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

18. The parties agree that there shall be three (3) signed originals of this CONTRACT procured and distributed for signature by the necessary officials of RTC and the City. Upon execution, the a copy of the executed original of this Agreement shall be posted on both parties' websites within ten days of execution. Upon posting of the executed copy of this Agreement on both parties' websites, each signed original shall constitute an Agreement binding upon the RTC and the City.

19. Acts taken in conformity with this CONTRACT prior to its execution and filing are hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties have set their hands this 21st day of October, 2012.

FOR SOUTHWEST WASHINGTON
REGIONAL TRANSPORTATION COUNCIL

By: SIGNATURE ON FILE
Dean Lookingbill, Transportation Director

CITY OF VANCOUVER,
a Washington municipal corporation

By: SIGNATURE ON FILE
Eric J. Holmes, City Manager

Attest:
By: SIGNATURE
R. Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:

By: SIGNATURE ON FILE
Ted H. Gathe, City Attorney