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TO BE POSTED ON WEBSITES OF CITY OF VANCOUVER AND RTC

MASTER INTERLOCAL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into as of June 17, 2025 (the "Effective Date") 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 OF VANCOUVER regularly partner and coordinate to complete required transportation planning activities and utilize the other's personnel and expertise when appropriate to increase efficiency; and

WHEREAS, the parties have personnel and specific expertise that is different and complementary, and in combination are able to meet regional and state goals and requirements through and are willing to do said work for one another in consideration of the mutual covenants and agreements herein contained in accordance with Chapter 39.34 RCW and pursuant to RCW 39.34.080, as applicable;

WHEREAS, this AGREEMENT has been authorized by the respective governing bodies of the RTC and the CITY OF VANCOUVER; now, therefore,

IT IS COVENANTED AND AGREED as follows:

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

2. RTC or the CITY OF VANCOUVER shall provide one another those transportation planning services as requested of one another in work orders to implement this AGREEMENT 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.

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

For the City:

Director; Community Development Department;
or,
Director; Public Works Department

For RTC:

Executive Director, Southwest Washington Regional Transportation Council

5. This AGREEMENT will be utilized by the City Community Development and Public Works departments and RTC.

6. Each party requesting service, covenants by executing a work order pursuant to this AGREEMENT 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 60 days of invoice. Both parties shall endeavor to timely pay all bills for service.

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

10. Both parties agree that in the performance of this AGREEMENT 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 Title 51 RCW, the Industrial Insurance Act, as to these claims which are brought against the other party; provided, that if RTC and the CITY OF VANCOUVER are both found to be negligent, each party's duty to

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indemnify shall be limited to the extent of its negligence. The RTC and the CITY OF VANCOUVER 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 AGREEMENT.

13. It is understood and agreed between the parties that this AGREEMENT 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 AGREEMENT shall be delivered postage repaid and addressed to:

To RTC:

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

To CITY OF VANCOUVER:

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

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

16. The term of this AGREEMENT is for ten (10) years from the Effective Date. Either party may terminate this AGREEMENT 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 AGREEMENT.

17. This AGREEMENT 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 two (2) signed originals of this AGREEMENT procured and distributed for signature by the necessary officials of RTC and the CITY OF

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VANCOUVER. Upon execution, a copy of the executed original of this Agreement shall be posted on both parties' websites within ten (10) days of execution. Upon posting of the executed copies of this Agreement on both parties' websites, each signed original shall constitute an Agreement binding upon the RTC and the CITY OF VANCOUVER.

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

IN WITNESS WHEREOF, the parties hereto have authorized and executed this AGREEMENT as of the Effective Date set forth above.

FOR SOUTHWEST WASHINGTON
REGIONAL TRANSPORTATION COUNCIL

DocuSigned by:
By: MHR
1093CE97B0334E4...
Matt Ransom, Executive Director

Approved as to form:

Signed by:
By: Ted Gathe
402E45DE568B4C2...
Ted H. Gathe, General Counsel

CITY OF VANCOUVER,
a Washington municipal corporation

Signed by:
By:
C084EA446CF9483...
Lon Pluckhahn, City Manager

Attest:

DocuSigned by:
By: Natasha Ramras
493E9404143AE4BD...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
By: Nena Cook
A17C6F7FA2AC4D4...
Nena Cook, City Attorney