



IGWG Meeting May 19, 2014 Bainbridge Island City Hall

- I. Call to Order
- II. Agenda Additions or Deletions
- III. Presentations
- IV. New Business
- V. District Reports:
 - COBI
 - Intergovernmental Cooperative Agreement
 - Fire
 - Facility Study Update
 - EOC Training for COBI Staff
 - Schools
 - General update
 - Library
 - Interior Visioning
 - Summer of Learning
 - KRL Mission/Vision/Values
 - Parks
 - General update

VI. Good of the Order

Future meetings: Sept 15, 2014 Nov 17, 2014

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,

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THE PARTIES AGREE AS FOLLOWS:

1. PURPOSES

It is the purpose of this Agreement to permit the parties to make the most efficient use of their resources by enabling them to cooperate by furnishing each other labor, equipment and materials when available on a reimbursable basis for services, roadway construction, maintenance activities, and facilities support. This will be done with the understanding that the work of the owner of the requested resources takes first priority.

2. PARTICIPATION

The initial parties to this Agreement are:

- Washington State, by and through the Washington State Department of Transportation (hereinafter referred to as "WASHDOT")
- City of Vancouver, Washington (hereinafter referred to as "Vancouver")
- Clark County, by and through its Public Works Department (hereinafter referred to as "Clark County")
- City of Camas, Washington (hereinafter referred to as "Camas")
- City of Battle Ground, Washington (hereinafter referred to as "Battle Ground")
- City of Washougal, Washington (hereinafter referred to as "Washougal"), a municipal corporation organized under the laws of the state of Washington
- City of Ridgefield, Washington (hereinafter referred to as "Ridgefield")
- City of Woodland, Washington (hereinafter referred to as "Woodland")
- Town of Yacolt, Washington (hereinafter referred to as "Yacolt")
- City of La Center, Washington (hereinafter referred to as "La Center")
- City of Gresham, Oregon
- City of Portland, Oregon
- Clark County Fire District No. 5
- Clark County Fire District No. 6
- Port of Camas/Washougal
- Port of Vancouver
- Clark Public Utilities
- Clark Regional Transportation Agency (hereinafter known as "C-Tran")
- Clark Regional Wastewater District (formerly known as the Hazel Dell Sewer District)
- Vancouver Public Schools
- Camas School District #117
- Battle Ground School District #119
- Evergreen School District #114
- Educational School District #112 (hereinafter known as "ESD 112")
- Clark Regional Emergency Services Agency (hereinafter referred to as "CRESA")

General purpose governmental jurisdictions and public service providers may in the future join in this agreement by executing a signature page pursuant to Section 21 of this Agreement.

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. 43919261A.

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

The parties agree to maintain records of all costs incurred under this Agreement, in accordance with an accounting system as prescribed and approved by the Washington State Auditors 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 six (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, that 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 shall be deemed an independent contractor and Provider's employees shall not be deemed 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 to this Agreement hereby grant and convey to each other the right to enter upon all land in which the parties have an interest, within or adjacent to the right of way of a highway, road or street for the purpose of accomplishing all work or services requested as part of this Agreement.

10. ADMINISTRATORS

The respective parties to this Agreement shall select one Administrator per governmental entity. The Administrator will be specifically appointed by the legislative and/or governing body of the governmental entity/organization, and shall have full powers to act on behalf of his or her respective governmental entity/organization. The Administrator may appoint another person to act in his or her capacity as Administrator for purposes of this Agreement.

11. DISPUTE CLAUSE, CHOICE OF LAW AND VENUE

In the event that 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. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute.

In the event that any Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in a court of competent jurisdiction in Clark County, Washington. The laws of the State of Washington shall apply to this Agreement.

12. HOLD HARMLESS AND INDEMNIFICATION

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

of the Project, 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, pertaining to use of any C-Tran / Federal Transit Agency (“FTA”) funded or assisted equipment used pursuant to this Agreement .

Each party also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the Federal Government under a contract that is financed in whole, or in part, by Federal assistance, the Government reserves the right to impose the penalties of 18 USC sec 1001 and 49 USC sec 5307 to the extent the Federal Government deems appropriate.

15. FTA APPROVAL AND FEDERAL CHANGES

Each party, when contracting with an FTA regulated agency, shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including those listed by reference in the Agreement between C-TRAN and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement at any tier of the project. The party’s failure to do so shall constitute a material breach of this contract.

16. DRUG AND ALCOHOL TESTING

If involved with the maintenance, repair or operation of C-Tran revenue service vehicles, the contracting agency shall agree to participate in a drug and alcohol program established in compliance 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 the following 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,
- 5) provide security and carry a firearm.

The FTA has also determined that regulations apply to employees of a contractor hired by participants to provide transit and/or maintenance services. These categories included 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.

17. ACCESS TO RECORDS

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

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 up such subsequent parties.

22. RATIFICATION

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

23. WAIVER

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

24. SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action 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
1/1/2011 – 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)

(Printed Name/ Title)

(Date)

Attested to:

(Signature)

(Printed Name/ Title)

By: _____

Approved as to Form:

(Signature)

(Printed Name/ Title)

Attorney for _____

GEM

A Pacific Northwest Interagency Cooperative Bylaws

Revision Approved – April 7th, 2010

ARTICLE I

Organization Name, Purpose and Mission Statement

Section 1 – The name of this organization will be GEM - A Pacific Northwest Interagency Cooperative, a non-profit organization, referred to as GEM (acronym for Grounds, Equipment & Maintenance).

Section 2 – The primary purpose of GEM will be to foster communication among all public agencies to the mutual benefit of all constituents. It will also be the purpose of GEM to promote closer cooperation between this organization and all other public agencies and associations engaged in the betterment of maintenance and operations of grounds, equipment, and roads & streets.

Section 3 – The mission statement of GEM will be "Stretching Taxpayer Dollars by Sharing Resources."

Section 4 – The organization is structured as a 501(c)3.

ARTICLE II

Executive Board

Section 1 – The business and affairs of this organization will be managed and controlled by an Executive Board consisting of 5 regular members who will be the Chairperson, Vice-Chairperson, Secretary/Treasurer, Immediate past Chairperson, and a member at large from a regular member agency.

Section 2 – Roles and responsibilities of each executive board member is defined in Article III, (b) Officers, Section 1.

ARTICLE III

(a) Elections

Section 1 – Elected positions are as follows: Chairperson, Vice-Chairperson, Secretary/Treasurer and Executive Board member "at large". Elections will take place at the last general meeting of the calendar year. All positions are for a period of two years, commencing January 1st. An executive board can be extended one additional year by a vote of the regular membership. A one year term extension (bringing the total service of the executive board to 3 years) will still be considered one term. Upon the completion of the three year term, a new executive board will be elected.

Section 2 – No elected member may serve in the same position for consecutive terms. In case of a position being vacated, the Executive Board will appoint a replacement to complete the unexpired term.

Section 3 – Voting – Any regular member agency wishing to vote in an election, may hand their proxy vote to another regular member agency, upon notification to the Secretary/Treasurer. The Secretary/Treasurer will have to approve this arrangement prior to the election taking place. The senior ranking member of the agency being represented at the meeting in which a vote will take place will submit the vote representing the agency. The senior ranking member from each agency will be identified before the vote takes place. Voting can take place on a written ballot with a signature or by verbal after each agency is identified to place their vote. In the event of a tie vote, a revote will take place at the next general meeting.

(b) Officers

Section 1 – The following officers will be elected from, and by the voting members of the organization:

- A. Chairperson – Will conduct, or delegate the responsibility to conduct, all General and Executive Board meetings, appoint committee chairs, make an annual report showing the condition and affairs of the organization, making such recommendations as thought proper and will assume the duties of the Vice-Chairperson in his or her absence.
- B. Vice-Chairperson – Will assume all duties of the Chairperson in his or her absence, will chair the Executive Board meetings, and will be an ex-official member of all committees and will supervise the actions of the committees.
- C. Secretary/Treasurer – Will keep fair and accurate records of the organization and maintain files of all meeting minutes and other documents or correspondence relating to the organization. Will put a budget together and account for all funds and provide reports as requested. Will arrange for accommodations for all general meetings.
- D. Executive Board member "at large" – Will attend all Executive Board meetings as required, and meet the expectations of the Executive Board as described in Article II, Section 1.
- E. The past chairperson will automatically serve on the executive board as part of a newly elected set of officers.

ARTICLE IV

Membership

Section 1 – Regular Membership - Any public agency can become a regular member with full voting privileges and able to hold office upon submission of dues. Membership dues for the current year will be sent out in May to each agency for payment. Rates for dues are determined by size of the organization that is represented.

Section 2 – Affiliate Membership - Non-voting affiliate memberships will be available to anyone that is interested in the work and objectives of this organization and is approved for membership by the Executive Board.

Section 3 – All memberships are renewable annually. A regular and affiliate membership period is a calendar year, defined as January 1st to December 31st annually.

ARTICLE V

Meetings

Section 1 – There will be at least four (4) general meetings held each year; with other meetings scheduled as deemed necessary. General meetings usually held quarterly in March, June, September and December. In addition, the annual snow ball meeting is generally held in November.

Section 2 – Special meetings may be called by the Chairperson, as deemed necessary, at the request of the membership.

Section 3 – Any acts or business (other than liquidation and special assessments) voted upon and approved by a majority of the regular member agencies present at the meeting will be binding equally upon all regular member agencies.

Section 4 – Committee meetings – The number of committee meetings and the dates and times for these meetings are at the discretion of the committee chairperson(s). See article VI for additional information on committees.

ARTICLE VI

Committees

Section 1 – There will be as many standing, or other, committees performing such functions as the Executive Board determines are necessary to accomplish the objectives of this organization. The organization should establish, at a minimum, three (3) standing committees of Grounds & Facilities (Parks & Structures), Equipment (Fleet Management and Maintenance) and Maintenance (Right-of-Way related issues). The organization also will establish a safety and compliance committee.

Section 2 – Special projects may be handled through additional committees.

Section 3 – Committee Chairpersons will make verbal reports as required at all general meetings, and attend meetings of the Executive Board as deemed necessary.

ARTICLE VII

Finances

Section 1 – The financial posture of the organization will be the responsibility of the Executive Board and the amount of the dues, or any necessary assessments, will be determined by that body as demanded by the budget. The executive board will also be responsible for maintaining at a minimum a checking account thru a local credit union.

Section 2 – All dues and/or assessments are due and payable upon receipt of billing by the Secretary/Treasurer. The Executive Board shall prepare a budget and the budget shall be approved by a simple majority of regular member agencies attending the fall general meeting. All checks shall have a co-signature. One by the Chair and one by another executive board officer. Credit union statements will be reconciled by the Secretary/Treasurer who will also be responsible to prepare a treasury report for each general meeting.

Section 3 – Regular membership dues cover one calendar year period; January 1st to December 31st annually. Any new agency approved for regular membership, prior to July 31st, will be required to pay full annual dues. New agencies accepted after that date will be required to pay at a rate of one-half of the annual dues.

Section 4 – Necessary assessments and increases in annual dues will require a simple majority vote (50% +1) of the regular member agencies in attendance for approval.

ARTICLE VIII

Website

Section 1 – The Executive Board will be responsible to operate and maintain an interactive website for its membership.

Section 2 – The website will be at the following web address: www.gematwork.org. The website will have a front side in which information will be available to the general public. Only regular membership agencies will have access to the backside of the website, and will be accessed by a granted pass code to each paid regular membership.

Section 3 – The front side of the website will have the following type of information

- Member list and web links to their agencies website homepage.
- Copy of the inter local agreement
- Copy of the current GEM Bylaws
- Sustainability page link with further information within the link
- Job Postings
- Contract Postings
- Link to the Northwest Regional Training Center
- Link to committees within the GEM structure and information pertaining to each
- What New Information
- Calendar of Events
- Equipment for Sale
- Photos from GEM Events
- Video of the GEM Organization
- Articles about the GEM Organization
- Join GEM link
- Contact us link in which the information will be sent to all members of the executive board for response.

Section 4 – The back side of the website will have the following type of information:

- Active blog for interaction between member agencies and its employees.
- The ability to add information for the entire regular membership on the calendar, contracts, job postings and the regulation and compliance section.
- There is a member contact list that supplies member agencies employee emails and phone numbers.
- The ability for regular members to send an "all member" urgent email in times of a quick need or response on an issue or request
- The ability for a member to update their information in the GEM database
- Information from Committee current and archived agendas and meetings.
- Additional items will be added to the website for regular membership as requests are submitted.
- Regular member agencies will have access to all the information on the front side of the website

Section 5 – The executive board reserves the right to allow related businesses to advertise on the website on a fee based basis. Rates and time for each advertisement is at the discretion of the executive board. A rate and time structure for each ad is established and will be the same for any business interested in advertising on the website. GEM executive board reserves the right to approve or disapprove business advertising on the website. Each advertisement will allow for an automatic link to the businesses home page if you click on the advertisement.

Section 6 – GEM executive board reserves the right to establish pages on Social media websites (Facebook for example) as another method to advertise GEM and link those Social media websites to our GEM website. All information placed on the social media website will be simple and mostly suggestive to get the interested party to go to the organizations web page. These sites will be maintained by the GEM executive board.

ARTICLE IX

Amendments of the By-Laws

Section 1 – Proposed amendments to the By-Laws can be submitted to the Executive Board by regular member agencies.

Section 2 – A By-Laws Committee will be established and submit to the Executive Board within twenty (20) days their recommended action on the proposed amendment. Current By-Laws committee is the executive board

Section 3 – After receipt of any proposed amendment, the Executive Board will forward the proposed amendment to the By-laws committee for a review of the proposed amendment. If the Bylaws committee approves the amendment to go to a vote of the regular membership, the general membership will then vote on the proposed amendment at the next general meeting, provided the general membership was informed least 20 days before the vote. If the general membership was not informed at least 20 days before the general meeting, then the vote will take place at the following general meeting (one quarter later).

Section 4 – Proposed amendments to the By-Laws will be furnished in writing to the membership prior to the meeting at which the vote will be taken. This can take place via a website posting under the By-Laws section on the back side of the website. In addition, an all regular membership email will be sent out by an executive board member at least 20 days prior to a vote on the amendment.

Section 5 – Amendments will be approved by vote of a majority (50% +1) of the regular member agencies present at the general meeting of the vote.

ARTICLE X

Liquidation

Section 1 – This organization may be liquidated at any regular or special meeting. A vote for liquidation must be a written vote and must carry a majority of 2/3 of the voting membership agencies in attendance. All regular members must be notified in writing by the Secretary/Treasurer at least thirty (30) days prior to a liquidation vote.

Section 2 – Upon liquidation, all assets and/or liabilities will be shared (prorated) by all regular member agencies.

Brian Loos, Member At Large – Amended – April 7th, 2010
Brenda Snell, Administrative Assistant – Amended - January 25th, 2005, name change.
Bruce Cross, Chairperson – Amended – October 16, 2002



"GEM" is a regional network of public agency employees who meet regularly to discuss successes, concepts and general information to promote efficiency in government.

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Member Login

Password:

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Member Tools

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- [Job Sources](#)
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- [Northwest Regional Training Center](#)

Committees

- [Regulation and Compliance](#)

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Article

Clark County plus City of Washougal equals GEM at WORK!

6/10/2009



Clark County Operations supplied the City of Washougal Street Dept. a grader and operator recently to complete a shouldering project in the Port of Camas/Washougal industrial park. Steve Roberts, Washougal Street Maintenance Superintendent says, "this is a class example of GEM at work, using tax dollars wisely"

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"GEM" is a regional network of public agency employees who meet regularly to discuss successes, concepts and general information to promote efficiency in government.

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Article

Tranquility area a group effort

5/27/2004



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Thursday, May 27, 2004

By JEFFREY MIZE, Columbian staff writer

Betty Plank has found tranquility, right across from her home in Vancouver's Marriion neighborhood. For years, Plank pushed, prodded and cajoled local government to develop Tranquility Nature Area as a place for seniors and people with disabilities, away from playground urchins and unruly skateboarders. 'They will really love having a place of their own,' she said. 'There are 56 parks for kids in Vancouver alone.' Plank wasn't asking for much at the nature area, along the north side of Northeast 14th Street just east of 104th Avenue. A small trail for short walks. A gazebo so people could enjoy an outdoors lunch. Despite her persistent pleas, the response always was the same: Sorry, but no money is available. Enter GEM, which stands for Grounds Equipment Maintenance. GEM is a consortium of 36 public agencies that stretch limited dollars by sharing equipment, know-how and other resources. Terry McClure, Vancouver's operations manager and GEM's current chairman, said the consortium is similar to neighbors helping neighbors.

In GEM's case, those neighbors stretch from the city of Portland through Clark County and all the way to Olympia, taking in cities, counties, school districts, ports and state agencies.

For Tranquility Nature Area, Vancouver cleared brush and excavated for the walking path. Clark County trucked in gravel and spread it to fashion a 360-foot-long trail. Camas sent

over a roller and compacted the trail. Washougal will add a couple of benches in coming weeks. One bench was installed in the area last summer as part of an Eagle Scout project. 'Betty also has in mind a gazebo,' McClure said. 'That's really outside of GEM. That's not our bag, building buildings.' The gazebo, 28 feet in diameter, would have tables and benches for 22 people, including room for four wheelchairs. Plank said she needs \$20,000 to get the gazebo built. Tax-deductible donations can be made to: The Parks Foundation/Tranquility Nature Area, P.O. Box 2397, Vancouver, 98668-2397. The foundation's phone number is 360-693-7050.

'It will do an awful lot of good for old people,' Plank said. 'They can enjoy the outdoors. They can bring a sandwich and walk around and get some exercise.'

GEM's usual activities involve one government loaning a piece of equipment to another. Developing a small nature area is a bit outside the group's normal activities.

Members were talking about taking on a community project for National Public Works Week, May 16-22, when Bruce Cross, a former Clark County operations manager who now works for the city of Portland, mentioned Tranquility Nature Area.

'When Bruce brought it in, it wasn't tied to Public Works Week,' McClure said. 'But we were concurrently having that discussion.' The nature area, about 2 acres, is covered by grass and trees, sprinkled with buttercups and other wildflowers and populated by a large contingent of songbirds.

'It's a pasture land surrounded by deciduous trees that turn gorgeous colors in the fall,' Plank said. McClure said he is pleased with the way the area turned out, so much that GEM might take on another community project for Public Works Week next year.

'It's a nice amenity for everybody,' he said. 'And we really got it pretty cheap.' Previously: Betty Plank envisioned developing 'Tranquility Nature Area' near her home in Vancouver's Marion neighborhood.

What's new: Grounds Equipment Maintenance, a consortium of public agencies in Washington and Oregon, clears brush and installs an 8-foot-wide gravel trail.

What's next: Washougal, part of the GEM consortium, will add two benches. Plank will continue soliciting contributions to build a gazebo.

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Article

Drainage project on NE 63rd St. & Hazel Dell Ave.

9/1/2003

Special thanks to Ken Schwanz and Scott Wilson of Clark County

Date of project: April 30th - May 2nd

Purpose: The State was in the process of turning over the intersection back to the County because of the completion of the NE 63rd overpass/I-5 project. New curbs and sidewalk channeled the water to an existing drywell at the intersection which before used to run off the road. Poor infiltration soils and the lack of funds from the State made it difficult to fix the problem before accepting back the road.

Solution: Provide an additional drywell to increase the amount of infiltration and storage and add an overflow south of the intersection in case of an occasional big rain event. The County had a complete drywell in the maintenance yard and the State maintenance crews provided the trucking and drain rock for installing the drywell. Most of the job was done with existing materials plus labor and equipment.



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