

**INTERLOCAL AGREEMENT**

Between

**JUL 31 2017**

**VANCOUVER PUBLIC SCHOOLS**

**2901 Falk Road  
Vancouver, WA 98661**

And

**EVERGREEN PUBLIC SCHOOLS**

**13501 NE 28<sup>th</sup> Street  
Vancouver, Washington 98668-8910**

And

**CITY OF VANCOUVER**

**415 W. 6<sup>th</sup> Street  
Vancouver, Washington 98668**

And

**CLARK COUNTY PUBLIC TRANSPORTATION BENEFIT AREA (C-TRAN)**

**P.O. Box 2529  
Vancouver, Washington 98668-2529**

THIS Agreement, made and entered into this 8<sup>th</sup> day of August 2017, by and between Clark County Public Transportation Benefit Area (hereinafter referred to as "C-TRAN"), a municipal corporation, formed under authority of Chapter 36.57A RCW, Vancouver Public Schools ("VPS"), Evergreen Public Schools ("EPS") and the City of Vancouver a Washington municipal corporation and charter city of the first class, (referred to as the "City"), hereinafter sets forth a common agreement concerning the provision of a free Youth Opportunity Pass program to students in Evergreen and Vancouver school districts.

**RECITALS**

**WHEREAS**, C-TRAN, VPS, EPS, and the City intend to make available a Youth Pass Opportunity program for middle and senior high school students within VPS and EPS school districts;

**WHEREAS**, The Youth Opportunity Pass benefits C-TRAN in a numerous ways, including (1) encouraging ridership in youth which may translate to increased ridership as students age into adulthood; (2) promoting community goodwill and acting as free advertising for the agency; and (3) serving the purposes outlined by the legislature in the Commute Trip Reduction statutes (RCW 70.94.521) to reduce congestion and air pollution.

**WHEREAS**, VPS, EPS, the City, and C-TRAN will benefit from the Agreement by increasing the capacity for students to use C-TRAN to gain access to City of Vancouver Community Centers for non-school hours enrichment activities.

**NOW, THEREFORE**, pursuant to RCW 39.34 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, the parties agree as follows:

## ARTICLE I

**RECITALS ADOPTED.** The recitals set forth above are hereby adopted as the factual basis for this Agreement.

## ARTICLE II

**PURPOSE.** This Agreement between VPS, EPS, the City and C-TRAN is made for the purpose of making available a free Youth Opportunity Pass program to students in Evergreen and Vancouver School districts.

## ARTICLE III

### TERMS

- A. **Duration and Termination.** The term for the Agreement shall be from *August 30, 2017 to August 30, 2018*, and may be renewed each year until terminated by any party. Any party may terminate this agreement for cause or convenience, upon 30 days prior written notice to the other parties.
- B. **Responsibilities of VPS and EPS.**
1. Distribute and ask interested parents to complete, sign, and return applications and parent consent forms provided by C-TRAN and City.
  2. Submit completed Youth Opportunity Pass Agreements and parent consent forms to C-TRAN and City.
  3. With parent consent, place Youth Opportunity Pass sticker on student school identification card.
- C. **Responsibilities of C-TRAN.**
1. Print and distribute to VPS and EPS the Youth Opportunity Pass parent applications, which will provide the necessary parent waivers and indemnifications for VPS and Evergreen.
  2. Upon receipt of completed Youth Opportunity Pass applications, provide VPS and EPS with the appropriate number of youth bus passes.
  3. Provide students presenting the youth bus pass free rides within the C-Zone of the C-TRAN service area.
- D. **Responsibilities of City of Vancouver.**
1. Print and distribute to VPS and EPS, the Parks and Recreation Code of Conduct.

2. Print and distribute to VPS and EPS, the parent application for the Youth Opportunity Pass to allow youth free access to Firstenburg and Marshall community centers during non-school hours.
3. Upon receipt of completed Youth Opportunity Pass applications, when the student arrives at a community center, with the appropriate sticker, register the student and issue a Vancouver Parks and Recreation Department youth photo pass.
4. Staff City Parks and Recreation facilities, as necessary for youth program participation.
5. Document utilization of facilities by number of users, and other use patterns, as available, as a result of the Youth Opportunity Pass, and provide that information to the parties to this Agreement as requested.

E. **Responsibilities of VPS, EPS, C-TRAN and City.**

1. Abide by all state and federal laws that govern the operation of the entity.
2. Each party is responsible for bearing its own costs associated with implementing its responsibilities under this Agreement.
3. Each party agrees to indemnify, defend, save, and hold harmless all other parties to this agreement, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits of judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature, including negligence or willful misconduct, arising out of, or in connection with, or incident to, the performance of responsibilities pursuant to this agreement.
4. No student should ever be treated differently, spoken to disrespectfully, or denied services on the basis of race, creed, color, religion, sex, national origin, marital status, sexual orientation, including gender expression or identity, age, families with children, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal. Each student is to be treated with respect and dignity.

F. **Miscellaneous**

1. **Entire Agreement.** Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding on either party.
2. **Amendment.** This Agreement may be modified or amended, provided the amendment is made in writing and is signed by all parties.

3. **Waiver.** The failure of any party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other items.
4. **Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
5. **No Assignment.** Neither this Agreement, nor any interest therein, or claim hereunder, shall be assigned or transferred to any party or parties without written approval by all parties.
6. **Governing Law and Forum.** This Agreement shall be governed by the laws of the State of Washington, and venue shall be in Clark County, Washington.
7. **Dispute Resolution Process.** In the event of any dispute concerning this Agreement, the each member of this Agreement will designate an individual to confer to resolve the dispute. These individuals shall use their best efforts and exercise good faith to resolve disputes and issues arising out of, or related to this Agreement. Should the members of this Agreement be unable to resolve any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement may be submitted to mediation. If still not resolved, the parties may seek any judicial remedies available in law and equity.

The parties agree that they shall have no right to seek relief in a court of law until each of these procedural steps is exhausted and if a statute of limitations or statute of repose may lapse during these procedural steps such statute(s) are deemed tolled until the completion of the above referenced administrative dispute resolution process.

8. **Independent Contractor.** C-TRAN, EPS, VPS, and the City are and shall at all times be deemed to be independent contractors in the provision of services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between any party or between any of their employees. Each party shall retain all authority for provision of services, standards of performance, discipline and control of its personnel, and other matters incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee of one member to this Agreement an employee of any other member to this Agreement for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW or any other rights or privileges accorded their respective employees by virtue of their employment.
9. **No Third Party Beneficiary.** No member of this Agreement assumes any contractual obligations to anyone other than another member to this Agreement. The members of this Agreement do not intend there be any third-party beneficiary of this Agreement.

10. **Notice.** This Agreement identifies the following individuals as the primary contact person for each organization. All notices must be provided in writing

Vancouver Public Schools:	Tom Hagley, Chief of Staff
Evergreen Public Schools:	Gail Spolar, Director, Communications and Community Engagement
C-TRAN:	Ronda Peck, Marketing/Community Outreach Administrator
City of Vancouver Parks & Recreation Department:	Julie Hannon, Director

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

12. **Interlocal Cooperation Act Compliance.** This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Article II. Its duration and termination are as specified in Article III, Section A. Financial provisions are as described in Article III, Section E(2).

13. **Document Execution and Filing.** The parties agree that there shall be five (5) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the parties. Upon execution, one executed original of this Agreement shall be retained by the Vancouver City Clerk and one shall be retained by each of the other parties. The Vancouver City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon execution of the originals and posting of a copy on the City's website, each such duplicate original shall constitute an agreement binding upon all parties.

**IN WITNESS WHEREOF, Vancouver Public Schools, Evergreen Public Schools, C-TRAN, and City of Vancouver have executed this Agreement on the date and year indicated below.**

**VANCOUVER PUBLIC SCHOOLS**

By:   
Steven T. Webb, Superintendent

Date:           'AUG 02 2017          

**EVERGREEN PUBLIC SCHOOLS**

By:   
John Steach, Superintendent

Date:           8-8-17

C-TRAN

By:   
Shawn Donaghy, Executive Director/CEO


Date: 7-12-17

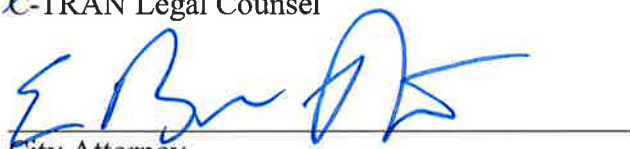
CITY OF VANCOUVER

By:   
Eric Holmes, City Manager

Date: 8-7-17

Approved as to form:

  
C-TRAN Legal Counsel

  
City Attorney

Evergreen Public Schools Attorney

  
Vancouver Public Schools Attorney