

INTERLOCAL AGREEMENT FOR CHAUFFEURS' TESTING SERVICES

BETWEEN

The City of Vancouver
P O Box 1995
Vancouver, Washington 98668-1995

AND

Clark College
1933 Fort Vancouver Way
Vancouver, WA 98663-3598

Interlocal Agreement Period
Beginning: February 1, 2009
Ending: March 1, 2010

Services provided: Proctor for City provided Chauffeurs exam
Projected costs: \$25 per test charged to citizen taking test

City Project Contact: Bob Bess 360-735-8777
Project Contact: Miranda Saari 360-992-2671


This Interlocal Agreement consists of the following exhibits:

➤ Special Terms and Conditions

The City of Vancouver and Clark College agree to the terms and conditions of this Inter-Local Agreement and its exhibits as listed above by signing below:

FOR Clark College, WASHINGTON,
a subdivision of the State of Washington

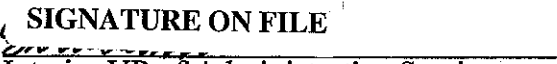
CITY OF VANCOUVER, a municipal
corporation


SIGNATURE ON FILE

Sheryl Anderson
Director of Admissions & Assessment

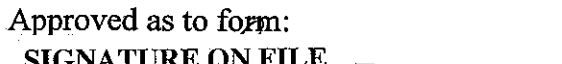
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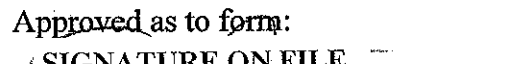
Pat McDonnell, City Manager

Attested:

SIGNATURE ON FILE

Interim VP of Administrative Services
For: Phil Sheehan Bob Williamson

SIGNATURE ON FILE

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

Approved as to form:
SIGNATURE ON FILE

Bonnie Terada Attorney for Clark College

Approved as to form:
SIGNATURE ON FILE

Ted H. Gathe, City Attorney

DATED this 9th day of February, 2009.

SPECIAL TERMS AND CONDITIONS

I. PURPOSE AND BACKGROUND

- A. This is an Interlocal Agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34 between The City of Vancouver, a municipal corporation and charter city of the first class in the State of Washington and Clark College, a community college.
- B. Pursuant to RCW 39.34 RCW, the purpose of this Interlocal Agreement is as set forth in Article I (Purpose and Background). Its duration is as specified in Article II. (Duration of Agreement). Its method of termination is set forth in Article III (Termination of Agreement). Its manner of financing and of establishing and maintaining a budget therefore is described in Article VI (Compensation) and Article VII (Billing Method and Process). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.
- C. Clark College by and through its Assessment Center, (hereinafter "Clark College", proctors and scores tests).
- D. The City of Vancouver (hereinafter "City") desires to utilize the available testing services of Clark College.
- E. The purpose of this Agreement is to allow Clark College to proctor and score the Chauffeurs exam for the City of Vancouver.
- F. Clark College and the City desire to reduce to writing their understanding related to proctoring the Chauffeurs exam.
- G. The City requests the assistance of Clark College in order to provide services including but not limited to the following:
 - 1. Offering of Chauffeurs exams
 - 2. Charging for Chauffeurs exams
 - 3. Administering Chauffeurs exams
 - 4. Scoring Chauffeurs exams
 - 5. Providing results of Chauffeurs exams to the City in paper format
- H. Both parties hereby agree to communicate and cooperate to the fullest extent possible in order to achieve the desired results and avoid incurring excessive or unnecessary costs to either party.

II. DURATION OF AGREEMENT - EXTENSIONS

Renew annually in writing within 30 days of expiration date. The initial term of this Agreement is for the period from February 1, 2009 through March 1, 2010. The agreement may be renewed automatically on an annual basis with written consent of both parties not less than 30 days prior to the termination of the agreement. The scope and compensation levels may be adjusted to allow for inflationary projections, costs for new services and reduced costs from reductions in services, provided that rate of compensation set forth herein may not be reduced without the approval of the governing bodies of the City and Clark College.

III. TERMINATION OF AGREEMENT

Either party may choose to terminate this Agreement with a 30 (thirty) day written notice.

IV. Clark College AGREES TO:

Schedule appointments for the Chauffeurs exams, charge for the exam, administer the exam (approximately 1 hour in length), score the exam and report results to City.

V. THE CITY AGREES TO:

Provide test question data bank and individual test documents. City will refer all applicants for a Chauffeur's License to Clark College where applicant must take, and pass the test before being issued a Chauffeur's License.

VI. COMPENSATION

Clark College to charge person taking the Chauffeurs exam a flat rate of \$25 for each test or re-test taken.

VII. BILLING METHOD AND PROCESS

Person taking exam must pre pay Clark College and provide receipt for payment at the time of the exam.

VIII. AGREEMENT ADMINISTRATION AND COMMUNICATIONS

Contract managers designated by Clark College and City Manager shall administer this Agreement. Contract managers shall monitor service level and budget provisions of this Agreement. Quarterly, Clark College and City contract managers shall review service levels, service delivery, and costs. During the term of this Agreement, the respective contract managers will communicate via telephone or e-mail to relay information, answer questions, or raise concerns.

IX. DISPUTE RESOLUTION

In the event of a dispute between Clark College and the City regarding the delivery of services under this Agreement which cannot be resolved by their respective designated contract managers, Clark College and the Vancouver City Manager or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to mediation. The decision of Clark College and the City Manager regarding the dispute shall be final as between the parties.

X. INDEPENDENT CONTRACTOR

Clark College is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between Clark College and the City or between any of Clark College's or City's employees. Clark College shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to the performance of services by Clark College pursuant to this Agreement. Nothing in this Agreement shall make any employee of Clark College an employee of the City or any employee of the City an employee of Clark College 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.

XI. LIABILITY COVERAGE PROVISIONS

- A. Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.
- B. Clark College is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against Clark College and its employees, officers, and agents in the performance of their duties under this Agreement will be paid from the tort claims liability account as provided in Chapter 4.92 RCW.
- C. Except as provided herein, the parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

XII. ASSIGNMENT/SUBCONTRACTING

Neither party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other. Clark College shall not subcontract for the provision of any services it is to provide the City under this Agreement without the prior written consent of the City.

XIII. NO THIRD PARTY BENEFICIARY

Clark College does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than Clark College. Clark College and the City do not intend there be any third-party beneficiary to this Agreement.

XIV. NOTICE

Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the City:

CONTRACTUAL ISSUES
City of Vancouver
Parking Services
Attention: Bob Bess
P O Box 1995
Vancouver WA 98668-1995

OPERATIONAL ISSUES
City of Vancouver
Parking Services
Attention: Bob Bess
PO Box 1995
Vancouver WA 98668-1995

To Clark College:

CONTRACTUAL ISSUES
Assessment Center
Attention: Mirranda Saari
1933 Fort Vancouver Way
Vancouver, WA 98663-3598

OPERATIONAL ISSUES
Assessment Center
Attention: Mirranda Saari
1933 Fort Vancouver Way
Vancouver, WA 98663-3598

The name and address to which notices shall be directed may be changed by either Clark College or the City by giving the other party notice of such change as provided in this section.

XV. 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.

XVI. AMENDMENT

The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.

XVII. RATIFICATION

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

XVIII. DOCUMENT EXECUTION AND FILING

The City and Clark College agree that there shall be 3 (three) 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.

RECIPIENTS OF THE EXECUTED ORIGINALS IN BEHALF OF EACH PARTY:

City of Vancouver
City Clerk
Christina Greenheck
PO Box 1995
Vancouver WA 98668-1995

Assessment Center
Attention: Miranda Saari
1933 Fort Vancouver Way
Vancouver, WA 98663-3598

XIX. 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.

XX. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior agreements shall be effective to the contrary.