

**INTERLOCAL SERVICES AGREEMENT  
BETWEEN CITY OF VANCOUVER AND CLARK COLLEGE  
FOR SWIM FACILITY USE**

THIS IS AN INTERLOCAL AGREEMENT FOR SWIM FACILITY USE between the City of Vancouver ("City") and Clark College ("Clark"), effective September 1, 2009, for use of Vancouver-Clark Parks and Recreation aquatics facilities or other pool locations for Clark College's swimming programs for their students; and providing for Interlocal Cooperation Act compliance, ratification, and web-posting in compliance with law.

WHEREAS, the City's Vancouver-Clark Parks and Recreation Department operates public swim facilities; and

WHEREAS, Clark College desires to provide swim instruction to its students; and

WHEREAS, The City and Clark College have entered into a series of interlocal cooperative agreements since 2004 to provide for Clark students to obtain swim instruction in City facilities; and

WHEREAS, The City and Clark College desire to continue to make efficient use of public resources by cooperating in the use of City swim facilities for swim instruction for Clark students.

NOW, THEREFORE,

THE CITY AND CLARK COLLEGE agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to make efficient use of City swim facilities for Clark's swim instruction purposes.

## SECTION 2. EFFECTIVE DATE/TERM.

This Agreement is effective September 1, 2009, through August 31, 2010, for services during Clark's 2009-2010 academic year for Clark's Fall, Winter and Spring quarters, subject to extensions as provided in SECTION 3. This Agreement supersedes all prior agreements between the parties for swim facility use or swim instructional services.

SECTION 3. EXTENSIONS. This Agreement may be extended on a year-to-year basis for up to a total of five (5) years, ending August 31, 2014, for services through Clark's 2013-2014 academic year, by mutual written agreement of the parties. It shall be subject to an annual review of the level and quality of services. Payment for pool usage shall be adjusted to allow for inflationary projections, costs for new services and reduced costs from reductions in service. The amount of compensation to the City shall be determined prior to the beginning of the academic year. The City Manager and the Clark College President are authorized by the Vancouver City Council and Clark College Board of Trustees, respectively, to approve extensions of this agreement which may increase or decrease the scope of services and usage and adjust the amount of compensation, provided that the rate of compensation set forth in Section 6 may not be reduced without approval of City Council and Board of Trustees.

SECTION 4. EARLY TERMINATION. Either party may terminate this Agreement upon not less than one hundred twenty (120) days written notice.

SECTION 5. SERVICES/USAGE. The City agrees to provide the following to Clark during Clark's Fall, Winter and Spring quarters:

A. Use of Marshall Pool.

1. Physical Education Classes. The City will provide use of Marshall Pool

for Clark's Physical Education classes from 11:00 a.m. to 3:00 p.m. on Tuesdays and Thursdays, subject to the provisions of Section 9 (Change in Circumstances). The City will provide a certified lifeguard. The prorated hourly rate is based on the City of Vancouver's ability to schedule other classes during this time to compensate their true hourly operational cost. Therefore, Clark agrees that the City of Vancouver may schedule other programs for partial pool use only during Clark's times of use to compensate the reduced hourly cost to Clark, and the City agrees to endeavor to schedule other programs which are compatible with Clark's usage during the times of shared use, as illustrated by Exhibit A attached hereto (Fall 2009 Marshall Pool Schedule: September 21, 2009 – Jan. 3, 2010).

2. Scuba Classes. The City will provide the use of Marshall Pool for Clark College's scuba classes during fall and spring quarters for the hours of 9:00 p.m. to 11:30 p.m. on Thursday nights, subject to the provisions of Section 9 (Change in Circumstances).

3. Fitness Trainer Classes. The City will provide the use of Marshall Pool for Clark College's Fitness Trainer classes during spring quarter for the hours of 7:30 a.m. to 9 a.m. on Thursdays during spring quarter.

**B. Other Uses:**

Other swim facilities, activities, and classes may be provided to Clark College on a negotiated basis. The rate to be charged to the College will be on an hourly basis not less than the rate set in Section 6 of this contract

C. Clark College agrees:

1. To provide the City, prior to the extension of this contract for a subsequent academic year:

- a. Class schedule for the year.
- b. Attendance each quarter – maximum students for each class.

2. To be responsible for:

a. Clark staff taking all reasonable steps to ensure that Clark students comply with all Marshall Center rules, including pool and changing room rules;

b. Providing first aid kits for Clark students who are at Marshall Center at Clark's expense;

c. Maintaining a minimum staffing at Marshall Center during swim classes, including

- 1. Having at least one instructor on the pool deck at all times;
- 2. Having sufficient additional Clark staff to supervise Clark students in the Marshall changing rooms and prior to and after they enter the pool;
- 3. Having sufficient aids or instructors for special needs Clark students to maintain safety of the students.

SECTION 6. COMPENSATION. Clark College shall compensate the City for the 2009-2010 academic year in accordance with the rate card attached as Exhibit B and incorporated into this Agreement as if fully set forth.

Payment for each academic quarter shall be made to the City on or before the following:

Fall quarter 2009 by December 31, 2009

Winter quarter 2010 by April 30, 2010

Spring quarter 2010 by June 30, 2010

Payments that are not paid by the stated deadline shall be considered delinquent.

Delinquent payments shall be assessed a late fee of \$25, and shall also accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one percent (1%) per month.

SECTION 7. NOTICE. Any notices given under this Agreement shall at minimum be delivered postage prepaid and addressed to:

To City:

CITY OF VANCOUVER  
P.O. Box 1995  
Vancouver, WA 98668-1995  
Attn: City Manager

And to:

VANCOUVER/CLARK PARKS AND RECREATION DEPARTMENT  
P.O. Box 1995  
Vancouver, Washington 98668-1995  
Attn: James Fields, Recreation Coordinator

To Clark:

CLARK COLLEGE  
1933 Ft. Vancouver Way Vancouver, WA 98663-3598  
Attn: Lisa Borho – MS OSC 205

The names and addresses to which notices shall be directed may be changed by either party giving the other notice of such change as provided in this section.

SECTION 8. AMENDMENTS. This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto. Subject to the

provisions of Section 3 (Extensions), any changes in the scope of work or compensation shall be mutually agreed upon between the City and Clark College and shall be incorporated into written amendments to this Agreement.

SECTION 9. CHANGE IN CIRCUMSTANCE. The parties acknowledge that both planned and unforeseen circumstances may prevent the provision of all the services anticipated by this Agreement. The parties acknowledge by way of example that any of the pools may be closed for maintenance, water quality testing or other regular or emergency reasons and that loss of funding may impact provision of services or payment for services. In such instances, each party shall make best efforts to provide advance notice of closures or loss of funding. Clark College shall only be billed for services actually rendered by the City.

#### SECTION 10. INDEMNITY AND HOLD HARMLESS

A. Clark agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, Clark's performance pursuant to this Agreement.

1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, the City retains the right to participate in said suit if any principal of public law is involved.
2. This indemnity and hold harmless shall include any claim made against the City by an employee of Clark or subcontractor or agent of Clark even if Clark is thus otherwise immune from liability pursuant to the workers' compensation

statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of Clark.

B. The City agrees to indemnify, defend, save and hold harmless Clark, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, City's performance pursuant to this Agreement.

1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against Clark, Clark retains the right to participate in said suit if any principal of public law is involved.

2. This indemnity and hold harmless shall include any claim made against Clark by an employee of the City or subcontractor or agent of the City even if the City is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of the City.

C. The parties specifically acknowledge that the provisions contained in this Section have been mutually negotiated by the parties and it is the intent of the parties that this Agreement provide the broadest scope of indemnity permitted by law.

SECTION 11. GOVERNING LAW/VENUE. This Agreement and the rights and obligations of the parties shall be construed and enforced in accordance with and governed by the laws of the State of Washington without regard to the principles of conflict of law. Venue for

any action or suit brought in connection with this Agreement shall be in the Superior Court of Clark County, Washington.

SECTION 12. ENTIRE AGREEMENT/MERGER. This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreement shall be effective to the contrary. All agreements, covenants and understandings of the parties are hereby merged into this written agreement, and no prior agreement or prior understanding of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

SECTION 13. RATIFICATION. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

SECTION 14. INTERLOCAL ACT This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Section 1. Its duration is as specified in Sections 2 (Term) and 3 (Extensions). Its method of termination is set forth in Section 4 (Early Termination). Its manner of financing is set forth in Section 5 (Scope of Services) and Section 6 (Compensation/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.

SECTION 15. DOCUMENT EXECUTION AND POSTING. The City and Clark College agree that there shall be two (2) 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 Clark College. 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 both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the 4<sup>th</sup> day of January, 2009<sup>10</sup>.

FOR THE CITY OF VANCOUVER,  
a municipal corporation

SIGNATURE ON FILE

Patrick McDonnell, City Manager

Attest:

SIGNATURE ON FILE

R. Lloyd Tyler, City Clerk

By: ~~Carrie Lewellen, Deputy City Clerk~~

Approved as to form:

SIGNATURE ON FILE

Ted H. Gathe, City Attorney

FOR CLARK COLLEGE:

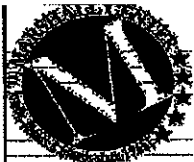
SIGNATURE ON FILE

Bob Williamson, Vice President,  
Administrative Services

Exhibit A - Fall 2009 Marshall Pool Schedule: September 21, 2009 – Jan. 3, 2010  
Exhibit B –2009-2010 Rate Card

**EXHIBIT A  
FALL 2009 MARSHALL POOL SCHEDULE  
CLARK COLLEGE SWIM INTERLOCAL**

**VANCOUVER-CLARK  
PARKS & Recreation**  
We create community through people, parks and programs















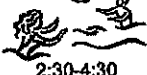





Marshall Community Center  
1009 E. McLoughlin Blvd  
Vancouver, WA 98663  
Average Pool Temp: 85-86 degrees  
Pool Information: 487-7070

...proud of our rich heritage, friendly neighborhoods, vibrant economy and quality services.



**Fall 2009 Marshall Pool Schedule Sept 21, 2009 - Jan 3, 2010**

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
<b>MORNING</b> 5:30-12 Lap Swim  6-7 Super Fit (deep)  8-9 Aqua Fusion 9-10 Aqua Play 10-11 Aqua Power 11-11:30 Aqua Yoga	<b>MORNING</b> 5:30-11 Lap Swim  6-7 Aqua Power  9-10 Going Deep  10-11 Lessons 11-12 Clark College (Closed to Public)	<b>MORNING</b> 5:30-12 Lap Swim  6-7 Super Fit (deep)  8-9 Aqua Fusion 9-10 Aqua Play Home School 10-11 Aqua Power 11-11:30 Aqua Yoga	<b>MORNING</b> 5:30-11 Lap Swim  6-7 Aqua Power 7:30-9 Clark College  9-10 Going Deep 10-11 Lessons 11-12 Clark College (Closed to Public)	<b>MORNING</b> 5:30-12 Lap Swim  6-7 Super Fit (deep)  8-9 Aqua Fusion 9-10 Aqua Play 10-11 Aqua Power 11-11:30 Aqua Yoga	<b>MORNING</b> 7-9 Lap Swim  7-8 Going Deep 8-9 Super Fit (deep) 9-12 Swim Lessons 	<b>MORNING</b>  For information on Pool Parties, call 487-7074  <u>Did you know</u> that our Swim Instructors receive over 48 hours of training!
<b>AFTERNOON</b> 12-3 Lap Swim  12-1 Gentle Moves 1-2 Aqua Trim 2-3 Access Aquatics 3-5:30 VSC (Closed to Public)	<b>AFTERNOON</b> 12-3 Clark College (Closed to Public)   3-6 VSC (Closed to Public)	<b>AFTERNOON</b> 12-3 Lap Swim  12-1 Gentle Moves 1-2  3-5:30 VSC (Closed to Public)	<b>AFTERNOON</b> 12-3 Clark College (Closed to Public)   3-6 VSC (Closed to Public)	<b>AFTERNOON</b> 12-3 Lap Swim  12-1 Gentle Moves 1-2 Aqua Trim 2-3 Access Aquatics 3-6 VSC (Closed to Public)	<b>AFTERNOON</b> 12-1 Lap Swim 1-2:30 Public Swim  2:45-4:15 Kayak 4:30-6:30 Public Swim	<b>AFTERNOON</b> 12-1 Lap Swim 1-2:30 Family Swim  2:30-4:30 Public Swim 
<b>EVENING</b> 5:15-7:30 Swim Lessons  7:35-8:30 Aqua Power Lap Swim	<b>EVENING</b> 5:30-7 Lap Swim  6:05-7 Super Fit (Deep) 7-8:30 *Splash Away	<b>EVENING</b> 5:15-7:30 Swim Lessons  7:35-8:30 Aqua Power Lap Swim	<b>EVENING</b> 5:30-7 **Lap Swim 6:05-7 Super Fit (Deep) 7-8:30 *Splash Away	<b>EVENING</b> 6-7:30 Lap Swim  6:05-7 Super Fit (Deep)	  Non-swimmers and children under 7 years of age (with or without lifejacket) must be within arm's reach of a parent or responsible adult at all times.	

**Special Notes:** Splash Away is a discounted public swim for our community friends. [www.vanclarkparks-rec.org](http://www.vanclarkparks-rec.org)

\*Lap Swimmers: During Splash Away Swims, a dedicated lap lane will be available for lap swimming  
C-Tran's PASSport to Youth program participants receive a discount to all public swims.  
Programmed activities may require lap lanes to be switch.

\*\*2nd Thursday of each month from 5:30-6:30pm a lap lane will be reserved for Lifeguard Testing.

**Children 6 years of age and older MUST use the locker room of their own gender. If you witness children 6 years of age or older using the opposite gender locker room, please inform staff immediately.**  
**Children ages 7-10 may attend a public swim on their own, as long as a parent or guardian is in the building.**

**EXHIBIT B**

**TO INTERLOCAL FOR SWIM SERVICES  
CITY OF VANCOUVER AND CLARK COLLEGE**

**RATES FOR 2009-2010 ACADEMIC YEAR**

Pool Usage	Hours	Dates	Rates
Marshall Pool – Exclusive Use	12 p.m. – 3 p.m.	Tuesdays and Thursdays	\$53.25/hour
Marshall Pool – Shared Use	11 a.m. – 12 p.m.	Tuesdays and Thursdays	\$26.50/hour
Marshall Pool – Shared Use	7:30 a.m. – 9:00 a.m.	Thursdays Spring Quarter only Fitness classes	\$26.50/hour
Marshall Pool – Exclusive Use	9 p.m. – 11:30 p.m.	Thursdays	\$72.00/hour
Marshall Pool – all other uses as scheduled in advance with City	n/a	n/a	\$98.00/hour for up to 25 people; additional \$33.00/hour for each additional 25 people