

INTERLOCAL SERVICES AGREEMENT
Between
CITY OF VANCOUVER
And
VANCOUVER SCHOOL DISTRICT NO. 37

This is an INTERLOCAL SERVICES AGREEMENT between the City of Vancouver and the Vancouver School District to set forth the terms for the provision of aquatics services and coordinate use of the aquatic facilities consisting of the Propstra Aquatics Center and the Jim Parsley Center pools ("Facilities").

WHEREAS, this Agreement is entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the City of Vancouver, Washington, a municipal corporation and charter city of the first class the State of Washington, (the "City"), and the Vancouver School District ("District"), governing the provision of services to the District at the District's swimming pool facilities;

WHEREAS, the City's Vancouver-Clark Parks and Recreation Department provides swim instruction and lifeguard services at the District's swimming pool facilities under a prior Agreement and the parties desire to continue that relationship, and

WHEREAS, the District desires to provide swim instruction for its students;

NOW, THEREFORE,

THE CITY AND THE DISTRICT agree as follows:

SECTION 1. PURPOSE: The following purpose and operating parameters are set forth in the belief and with the commitment that the aquatic Facilities be operated in the interest of education, family, and community needs with the objective of building developmental assets for children within the community. Participation in planning, sharing, and use of the facilities is

predicated upon the commitment of each party to using the facilities in a balanced business and community manner to assure its long-term viability.

SECTION 2. TERMINATION OF 2001 AGREEMENT: The prior Interlocal Agreement between the parties, which was filed of record under the Auditor's File Number 3376789 on October 5, 2001, is hereby terminated by the parties, and superseded by this Agreement.

SECTION 3. TERM: This Agreement shall become effective upon the date indicated below by the signatures to this Agreement, and shall remain in effect unless terminated as provided in Section 15.

SECTION 4. VALUES: This Agreement acknowledges the initial investment by the City of \$1 million to the Jim Parsley Center as described in the original 2001 Agreement.

- A. The City and District will view and address the Facilities as a community resource to build developmental assets in children, and to strengthen families, neighborhoods, and the community.
- B. The Facilities will be safe and well maintained.
- C. The City and the District will encourage other third party partners.

SECTION 5. VISION: The vision for the Facilities is that community groups and individuals will work together to develop and support essential community and developmental assets. The Facilities will serve as connecting points for families, neighborhoods, schools, government, faith community, civic organizations, and businesses. The operating parameters derived from this vision and the day-to-day work and working relationship must follow the vision.

SECTION 6. CITY SERVICES:

The City shall, on a fee for service basis and at the request of the District:

- A. Provide to the District swim classes utilizing standard Red Cross approved instruction for Level I through level VI swimming levels provided that the City has sufficient WSI staff available to teach, as determined in the City's sole discretion. Swim lesson format must meet the Red Cross guidelines. The City will provide Red Cross WSI certified or equivalent instructors and lifeguards at the recommended Red Cross instructor/student ratio (1:6) and lifeguard/student ratio (1/40).
- B. Provide Swim Program services at the Facilities under the terms set forth in this agreement; provided that the District shall give the City not less than a two (2) week written notice of its program needs, including the anticipated number of students and hours of instruction, (if not specified herein). Provision of Swim Program services are subject to staff availability and the District will only be billed for services actually rendered.
- C. Provide other activities and classes to students through the District or for the public at District or City facilities on a negotiated basis.
- D. Bill the District monthly for services rendered.

SECTION 7. DISTRICT RESPONSIBILITIES:

The District Shall:

- A. Provide office space in the JPC at no charge in the amount of approximately 150 square feet for use by the City's Aquatics staff. Office space provided should be in close proximity to the pool.

- B. Be responsible for coaching the swim team members. Only District employees, high school swim team members, and Parks and Recreation staff are to be in the facility (pool deck) at times of swim team use. The District high school coaches must provide and have available to their swim team members a first aid kit with supplies. The City shall not be responsible to provide basic first aid supplies to the swim team or coaches. One District coach must be on the pool deck during all practices.
- C. Be responsible for transporting and escorting students to and from all aquatic Facilities and will be responsible for supervision of the changing rooms of all aquatic Facilities when in use by students pursuant to this agreement.
- D. Provide one teacher or aide for each special needs student included in the swim lesson program, as needed for the child's safety or for the orderly conduct of the class.
- E. Compensate the City at the annually, agreed upon rates for services. The initial services will be provided January 1, 2009 through August 31, 2009. Thereafter services will be provided annually from September 1 through August 31, as follows:
1. \$16.30 per hour for each lifeguard or instructor. For the swim lesson program, if the expected thirty (30) student class size is exceeded, the District agrees to pay \$26.75 per class, based on a two-hour minimum fee, for each additional instructor and lifeguard required to meet Red Cross recommended staff-to-student ratios.
 2. The rate set forth for the Base Year in Article 7.E.1 above shall be adjusted for each successive year by the percentage change that occurs in the Consumer Price Index, All Urban Consumers, for the Portland-Salem Metropolitan Area, All Items (1982-84=100), for the period January to December, as published each year

by the Bureau of Labor Statistics, United States Department of Labor, or as said index may be revised. However, in no event shall the rates be lower than that set forth in Article 7.E.1. The adjusted rate shall be effective with the first payment due for services rendered following the commencement of the new school year each September 1 (e.g., the rate for the 2009-10 school year shall be adjusted based on the CPI for Portland for the January-December 2008 period). The annual rates shall be agreed to unless amended as set forth in section 13 below.

3. All direct labor costs and benefits, and all, or proportionate in the case of shared resources, of the cost for training, supplies and materials. It is agreed that "direct" labor does not extend beyond the Aquatics Program Director. Other use of City staff will be treated similarly by the District.

F. Reimburse the City monthly for services rendered under this Agreement as invoiced by the City.

G. Provide access to the District's technology within the JPC to the extent that it does not interfere with or compromise the integrity and legal purpose of the District's technology base. Any use of technology by partners and participants is fully subject to the District's policies, procedures, practices and legal constraints, if any, and may be subject to appropriate charges and fees at the District's discretion.

SECTION 8. THE CITY AND DISTRICT SHARED RESPONSIBILITIES:

The City and the District shall:

The Facilities will operate under a concept in which the City will have the opportunity to participate in planning and decision making on facility use and scheduling.

- A. Operation and management of the Facilities will provide maximum opportunities for student employment, curriculum enhancement, and student, parent and community participation.
- B. Jointly market the Facilities. The City will provide its existing marketing services at no additional cost to the District, and the District will provide its communications and marketing services at no additional cost to the City. Cost of common printing, advertising and promotional materials will be shared proportionately.
- C. The City and District shall jointly review this agreement on an annual basis and may revise the agreement and the provisions contained herein to reflect experience with the agreement.
- D. In addition, during the term of this agreement, an employee(s) of the City may have contact with public school children. Therefore, the City is prohibited from employing any person within the JPC who has pled guilty or been convicted of any felony crime involving the physical neglect, injury, death or sexual abuse or exploitation of a minor. Additionally, the City will require that all employees will be subject to a standard background check prior to employment.

SECTION 9. INDEMNIFICATION

- A. The City shall indemnify and hold harmless the District, its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any action or omissions of the City, its officers, agents, and employees, or any of them, in performing its obligations under this Agreement.

- B. In the event that any suit based upon such a claim, action, loss, or damages is brought against the District, the City shall defend the same at its sole cost and expense; provided, that the District retains the right to participate in said suit if any principle of governmental or public law is involved; and a final judgment is rendered against the District, its officers, agents, and employees, or any of them, or jointly against the District and the City and their respective officers, agents, and employees, or any of the, the City shall satisfy the same.
- C. The District shall indemnify and hold harmless the City, its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of any action or omissions of the District, its officers, agents, and employees, or any of them, in performing its obligations under this Agreement.
- D. In the event that any suit based upon such a claim, action, loss, or damages is brought against the City, the District shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and a final judgment is rendered against the City, its officers, agents, and employees, or any of them, or jointly against the City and the District and their respective officers, agents, and employees, or any of them, the District shall satisfy the same.

SECTION 10. 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 11. SCOPE OF AGREEMENT: This Agreement incorporates all the agreements, covenants and understandings between the parties hereto, which are hereby merged into this written agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

SECTION 12. DOCUMENT EXECUTION AND FILING: The City and the District agree that there shall be two (2) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the City and the District. Upon execution, the executed duplicate of this Agreement shall be returned to the Vancouver City Clerk and one shall be retained by the District. The Vancouver City Clerk shall cause a copy of this Agreement to be posted on the City web site pursuant to RCW 39.34.040. Upon execution of the originals and posting of a copy on the City's web site, each such duplicate original shall constitute an agreement binding upon both the City and the District.

SECTION 13. AMENDMENTS/MODIFICATION: The provisions of this Agreement may be amended only upon 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.

SECTION 14. ENTIRE AGREEMENT: This Agreement, with attachment(s), 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.

SECTION 15. EARLY TERMINATION: The City or District may terminate this agreement upon not less than ninety (90) days advance written notice.

IN WITNESS WHEREOF, the City and the District 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 12th day of January, 2009.

CITY OF VANCOUVER

VANCOUVER SCHOOL DISTRICT NO. 37

SIGNATURE ON FILE
By: [Signature]
Pat McDonnell, City Manager

SIGNATURE ON FILE
By: [Signature]
Dr. Ed Rankin, President of Board

Attest:
SIGNATURE ON FILE
By: [Signature]
R. Lloyd Tyler, City Clerk
By: [Signature]
Carrie Lewellen, Deputy City Clerk

Attest:
SIGNATURE ON FILE
By: [Signature]
Steven Webb, Secretary of Board

Approved as to form:
SIGNATURE ON FILE
By: [Signature]
Ted H. Gathe, City Attorney
Attorney for City of Vancouver

Approved as to form: [Signature]
SIGNATURE ON FILE
By: [Signature]
Kathryn Murdock
Attorney for Vancouver School District