

INTERLOCAL AGREEMENT

Between

**WASHINGTON STATE UNIVERSITY VANCOUVER (WSU-V)
14204 NE Salmon Creek Avenue
Vancouver, WA 98686**

And

**CLARK COUNTY PUBLIC TRANSPORTATION BENEFIT AREA (C-TRAN)
10600 NE 51st Circle
Vancouver, Washington 98682**

THIS Agreement, made and entered into this 9th day of July, 2021, 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, and Washington State University Vancouver (hereinafter referred to as "WSU-V"), hereinafter sets forth a common agreement concerning the provision of a free Education Opportunity Pass/BackPass program to students attending WSU-V.

RECITALS

WHEREAS, C-TRAN and WSU-V find that students frequently do not have affordable options for basic transportation and access to school, after school jobs and activities;

WHEREAS, C-TRAN and WSU-V wish to make available to students a means of utilizing public transportation;

WHEREAS, The Education Opportunity Pass/BackPass benefits C-TRAN in numerous ways, to include (1) encouraging ridership; (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, C-TRAN and WSU-V intend to make available an Education Opportunity Pass/BackPass program for students attending WSU-V.

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 C-TRAN and WSU-V is made for the purpose of providing a free Education Opportunity Pass/BackPass program to students attending WSU-V.

ARTICLE III

TERMS

- A. **Duration and Termination.** The term for the Agreement shall be from April 13, 2021 through December 31, 2030. Any party may terminate this agreement for cause or convenience, upon 30-days prior written notice to the other parties.
- B. **Responsibilities of WSU-V.**
1. Distribute, print, and activate the Education Opportunity Pass/BackPass Hop cards in accordance with the WSU-V Hop Contract.
- C. **Responsibilities of C-TRAN.**
1. Supply WSU-V with Hop cards/fare instruments, at no charge, as ordered through the Institutional Website.
- D. **Responsibilities of C-TRAN and WSU-V**
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.

E. 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 and WSU-V 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

the 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

WSU-V: Lynn V. Valenter, Vice Chancellor for Finance and Operations

C-TRAN: Chris Selk, Director of Customer Experience & Communication

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.
13. **Document Execution and Filing.** The parties 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 each of the parties. The C-TRAN Executive Office Manager/Clerk of the Board shall cause a copy of this Agreement to be posted on C-TRAN's website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon execution of the originals and posting of a copy on C-TRAN's website, each such duplicate original shall constitute an agreement binding upon all parties.

IN WITNESS WHEREOF, C-TRAN and WSU-V have executed this Agreement on the date and year indicated below.

WASHINGTON STATE UNIVERSITY VANCOUVER

By:  _____ Date: 7/9/2021
Samuel Schirer, Contracts Specialist
Washington State University, Real Estate and Business
Operations

C-TRAN

By:  _____ Date: April 15, 2021
Shawn M. Donaghy, CEO

Approved as to form:

 _____
C-TRAN Legal Counsel

WSU-V Legal Counsel