

**INTERLOCAL AGREEMENT BETWEEN  
PROSSER SCHOOL DISTRICT AND GRANDVIEW SCHOOL DISTRICT  
REGARDING TRANSPORTATION OF STUDENTS**

This Agreement is made and entered into this 24<sup>TH</sup> day of November 2014 by and between the Prosser School District, No. 116 (PROSSER) a municipal corporation and GRANDVIEW School District (GRANDVIEW).

**WHEREAS**, Both PROSSER and GRANDVIEW are authorized to operate transportation services within the State of Washington for the transportation of students, and;

**WHEREAS**, PROSSER and GRANDVIEW shall transport students to LOURDES in Richland, Washington. and;

**WHEREAS**, the parties are authorized by RCW 39.34080 to enter into this Agreement, and;

**WHEREAS**, no separate entity will be created pursuant to this Agreement, and

**WHEREAS**, no jointly owned property will be acquired pursuant to this Agreement, and

**NOW THEREFORE**, in consideration of the mutual benefits to be derived hereby and the terms, conditions, and covenants contained herein, PROSSER and GRANDVIEW agree as follows:


1. PROSSER shall transport one Special Education GRANDVIEW student each day necessary for Lourdes Counseling Center programming for GRANDVIEW student to a PROSSER location agreed to between the parties. PROSSER agrees to transport GRANDVIEW student from the PROSSER location to LOURDES. Additionally, PROSSER will transport the student from LOURDES back to the PROSSER location where GRANDVIEW transportation will pick up the student and transport them to GRANDVIEW.
2. The above-described transportation services in Paragraph 1, will be provided for the 2014-2015 school year and may be renewed each year thereafter, with mutual agreement prior to 30 days before the 2015-2016 school year.
3. The parties acknowledge that for the period of time each party is transporting students, the transporting school district shall be able to claim the student for purposes of transportation reimbursement.
4. Each district shall abide by the laws of the State of Washington regarding the transportation of students.
5. GRANDVIEW authorizes the driver of the PROSSER school bus to take such appropriate disciplinary action with GRANDVIEW students as is deemed necessary by the driver in accordance with Washington State Law. Any discipline issues involving GRANDVIEW student shall be brought to the attention of GRANDVIEW immediately.

6. Each district shall provide evidence of insurance in amounts to be mutually agreed to by the parties. Where possible, each party will name the other as a named insured on the policy.
7. The terms and conditions of this Agreement shall be interpreted under the laws of the State of Washington and any action brought to enforce this Agreement shall be brought in Benton County Superior Court.
8. Each party agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation or belief, sexual orientation as defined in RCW 49.60.040, or the presence of any sensory, mental or physical handicap in violation of any applicable federal or state law or regulation and each party agrees to be an Equal Opportunity Employer.
9. This Agreement may be amended or modified only by written agreement duly executed by the parties hereto. This Agreement shall be executed in duplicate originals. One original shall go to each party.
10. PROSSER shall record its original document with the Benton County Auditor and PROSSER shall furnish a copy of the recorded original to GRANDVIEW.
11. NOTICE: All notices, requests, demands and other communications required by or permitted under this Agreement shall be reduced in writing and deemed to have been duly given when received by the party to whom directed. Provided, however that notice shall be deemed conclusively given at the time of its deposit when sent by Certified or Registered Mail, Return Receipt Requested, at the address as set forth below, or such other address as is hereafter designed by either party by written notice thereof to the other party.

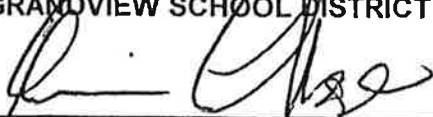
**PROSSER:** Prosser School District No. 116  
 1126 Meade Avenue, Suite A  
 Prosser, Washington 99350  
 (509) 786-3323

**GRANDVIEW:** Grandview School District  
 913 W. 2<sup>nd</sup> Street  
 Grandview, Washington 98930

**PROSSER SCHOOL DISTRICT by:**

  
 \_\_\_\_\_  
 Superintendent Date 11/19/2014

**GRANDVIEW SCHOOL DISTRICT by:**

  
 \_\_\_\_\_  
 Superintendent Date 11/24/14

**AMENDMENT TO:  
INTERLOCAL AGREEMENT BETWEEN  
PROSSER SCHOOL DISTRICT AND GRANDVIEW SCHOOL DISTRICT  
REGARDING TRANSPORTATION OF STUDENTS**

This amendment is to the Original document dated November 24, 2014, to provide transportation for a Special Education Student.

Section to be modified:

Now THEREFORE, in consideration of the mutual benefits to be derived hereby and the terms, conditions, and covenants contained herein, PROSSER and GRANDVIEW agree as follows:

1. PROSSER shall transport up to five Special Education GRANDVIEW students each day necessary for Lourdes Counseling Center programming for GRANDVIEW students to a PROSSER location agreed to between the parties. PROSSER agrees to transport GRANDVIEW students from the PROSSER location to LOURDES. Additionally, PROSSER will transport the students from LOURDES back to PROSSER location where GRANDVIEW transportation will pick the students and transport them to GRANDVIEW.

No other sections of the original Interlocal Agreement has been changed.


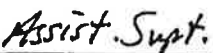

**PROSSER:** Prosser School district No. 116  
1126 Meade Avenue, Suite A  
Prosser, WA 99350  
(509) 786-3323

**GRANDVIEW:** Grandview School District  
913 W 2<sup>nd</sup> Street  
Grandview, WA 98930

**PROSSER SCHOOL DISTRICT by:**

		
Signature	Title	Date

**GRANDVIEW SCHOOL DISTRICT by:**

		
Signature	Title	Date

**AMENDMENT NO. TWO:  
INTERLOCAL AGREEMENT BETWEEN  
PROSSER SCHOOL DISTRICT AND GRANDVIEW SCHOOL DISTRICT  
REGARDING TRANSPORTATION OF STUDENTS**

The original document dated November 24, 2014, to provide transportation for Special Education Students, is hereby amended as follows:

- 2. The above-described transportation services in Paragraph 1 (as amended on March 10, 2015), will be provided for the 2015-2016 school year and may be renewed each year thereafter, with mutual agreement prior to 30 days before the 2016-2017 school year.

No other section of the Interlocal Agreement has been changed.

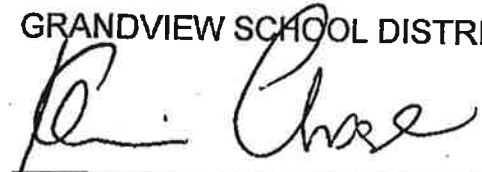
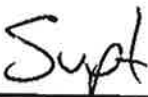
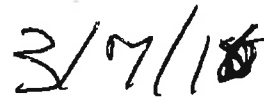
Prosser: Prosser School District No. 116  
1126 Meade Avenue, Suite A  
Prosser, WA 99350  
(509) 786-3323

Grandview: Grandview School District  
913 W 2<sup>nd</sup> Street  
Grandview, WA 98930  
(509) 882-8500

PROSSER SCHOOL DISTRICT by:

    
 \_\_\_\_\_  
 Signature Title Date

GRANDVIEW SCHOOL DISTRICT by:

    
 \_\_\_\_\_  
 Signature Title Date