

**INTERLOCAL AGREEMENT FOR PROVISION OF
SERVICES BETWEEN
KING COUNTY AND ISSAQUAH SCHOOL DISTRICT**

THIS INTERLOCAL AGREEMENT (“Agreement”) FOR PROVISION OF SERVICES BETWEEN KING COUNTY (“County”) AND THE ISSAQUAH SCHOOL DISTRICT (“School District”) is entered on this 1 day of May, 2019. Singularly, the County and the School District are referred to as “Party” and collectively “Parties.”

Whereas, RCW 46.63.180 authorizes school districts to install and operate automated school bus safety cameras on school buses to be used for the detection of violations of RCW 46.61.370(1) if the use of the cameras is approved by a vote of the school district board of directors; and

Whereas, the School District’s board of directors has approved the use of automated school bus safety cameras on School District buses, pursuant to RCW 46.63.180; and

Whereas, the School District’s board of directors has or will authorize the School District to enter into this Agreement on or before the effective date set forth in Section 1.1 of this Agreement; and

Whereas, the School District wishes to enter into an agreement with the County for provision of District Court and Prosecution services related to the enforcement and processing of infractions issued through the use of automated school bus safety cameras; and

Whereas, the County is willing and able to provide the School District with the District Court and Prosecution services set forth in this Agreement if the County’s costs of such services are reimbursed by the School District; and

Whereas, the Parties negotiated this Agreement to set out the terms of the services to be provided by the County and the costs to be paid by the School District; and

Whereas, this interlocal agreement is in the form of the template approved by the King County Council and the executive is authorized to execute the template: and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 Term

1.1 This Agreement shall be effective as of June 1, 2019 and shall remain in effect for an initial term of one year. The Agreement shall automatically extend for four additional one-year terms unless terminated as provided in Section 1.2 below.

1.2 Termination and Notice of Termination.

1.2.1 Termination for Convenience. This Agreement is terminable by either Party at the end of the initial term or any additional one-year term without cause and in the Party's sole discretion if such Party provides written notice to the other Party no later than ninety days prior to the termination date.

1.2.2 Termination for Cause. The County may terminate this Agreement upon five (5) calendar days' advance written notice in the event: (1) the School District materially breaches any duty or obligation required pursuant to this Agreement, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

2.0 Services

2.1 District Court Services

2.1.1 District Court Services Defined. The County and District Court shall provide District Court Services for all School District school bus safety camera infraction cases filed on behalf of the School District in District Court. District Court Services as used in this Agreement shall mean and include all local court services imposed by state statute, court rule, or other regulations as now existing or hereafter amended, including but not limited to processing, adjudication, and penalty enforcement of all School District school bus safety camera infraction cases filed in District Court.

2.1.2 GR 29. The Parties recognize that GR 29 requires that the ultimate decision making authority regarding the management and administration of the Court rests with the Presiding Judge and/or the Division Presiding Judge, and the Parties recognize that the duties imposed by GR 29 are non-delegable except as provided otherwise in GR 29. The services provided by the County and District Court pursuant to this Agreement are subject to GR 29 and the non-delegable duties and responsibilities of the Presiding Judge and/or the Division Presiding Judge contained therein.

2.1.3 Judicial Assignments. The District Court Presiding Judge shall assign judicial officers to hear the School District's cases. These assignments are made at the discretion of the District Court Presiding Judge and are not subject to School District consent or approval, except as provided by law or court rule.

2.2 Prosecution Services

2.2.1 Prosecution Services Defined. The County shall provide prosecution services for all contested School District school bus safety camera infraction cases filed on behalf of the School District in District Court. Prosecution Services as used in this Agreement shall mean and include case review, preparation for the contested hearing, time in court for the contested hearing, presentation of evidence and argument, and any necessary follow up to the contested hearing.

2.2.2 Prosecutorial Assignments. The Prosecuting Attorney shall assign deputy prosecuting attorneys to prosecute School District cases. These assignments are made at the discretion of the Prosecuting Attorney and are not subject to School District consent or approval.

3.0 School District Agreement with Vendor. The School District's agreement with a vendor for automated school bus safety camera services shall comply with federal and state law, and state and local court rules.

4.0 Compensation for Costs.

4.1 Court Costs.

4.1.1 The Parties agree that the County is entitled to sufficient revenue to compensate it for all costs incurred as a result of the Court Services provided to the School District, including interpreter costs, pursuant to this Agreement. For purposes of this Agreement, all of those costs except prosecution costs are calculated on a per case basis as detailed in Exhibit A

4.1.2 The per case cost as set forth in Exhibit A shall increase annually by CPI-W plus 1.5% and shall be submitted to the School District by September 1st of each year. The cost detailed in Exhibit A, as adjusted, will go into effect on January 1st of the following year.

4.1.3 At the end of each quarter of each calendar year, the County will send the School District an invoice for all court costs to include interpreter services as provided in Exhibit A that were incurred in that quarter. The County shall deduct and retain an amount equal to those costs from any revenue it collected from School District infraction cases in that quarter. The invoice will show the amount, if any, owed to the County that was not fully satisfied by revenue or the amount of revenue, if any, in excess of that owed to the County. In the event the revenue did not fully satisfy the court costs, the School District shall pay the County the unsatisfied amount within 60 days of receipt of the written invoice from the County. In the event the revenue exceeds costs in any quarter, the County shall remit the excess amount to the School District within 60 days of the date of the County's written invoice.

4.2 Prosecution Costs.

4.2.1 The Parties agree that the County is entitled to sufficient revenue to compensate it for all costs incurred as a result of the Prosecution Services provided to the School District pursuant to this Agreement. For purposes of this Agreement, all of the prosecution costs are calculated on a per case basis as listed in Exhibit B.

4.2.2 The per case cost as set forth in Exhibit B shall increase annually by CPI-W plus 1.5% and shall be submitted to the School District by September 1st of each year.

The cost listed in Exhibit B, as adjusted, will go into effect on January 1st of the following year.

4.2.3 At the end of each quarter of each calendar year, the Prosecuting Attorney's Office will send the School District an invoice for all prosecution costs as provided in Exhibit B that were incurred in that quarter. The School District shall pay the Prosecuting Attorney's Office the amount owing within 60 days of receipt of the written invoice from the Prosecuting Attorney's Office.

4.3 Close Out Services and Costs. Upon termination or expiration of this Agreement, the District Court shall continue to process and Prosecuting Attorney's Office shall continue to prosecute School District infraction cases filed in the District Court prior to the termination date. The County and the Prosecuting Attorney's Office shall continue to retain revenue sufficient to cover its costs; invoice the School District for unsatisfied costs; and/or remit revenue in excess of its costs on a quarterly basis as provided in sections 4.1 and 4.2 above until all School District infraction cases have been closed. The School District shall pay invoices for the Court's and the Prosecutor's unsatisfied costs within 60 days of receipt of a written invoice. The Parties agree that the provisions of this paragraph shall survive termination or expiration of this Agreement.

5.0 Re-opener. The County and the School District may agree to enter into re-negotiation of the terms of this Agreement at any time and for any purpose by mutual agreement in writing. The Agreement shall remain in full force and effect during such negotiations.

6.0 Waiver of Binding Arbitration. The Parties waive and release any right to invoke binding arbitration under RCW 3.62.070, RCW 39.34.180 or other applicable law as related to this Agreement, any extension or amendment of this Agreement, or any discussions or negotiations relating thereto.

7.0 Indemnification.

7.1 School District Policies, Rules and Regulations. In executing this Agreement, the County does not assume liability or responsibility for or in any way release the School District from any liability or responsibility which arises in whole or in part from the existence or effect of School District policies, procedures, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any School District policy, procedure, rule or regulation is at issue, the School District shall defend the same at its sole expense and if judgment is entered or damages are awarded against the School District, the County, or both, the School District shall satisfy the same, including all chargeable costs and attorney fees.

7.2 County Held Harmless. The School District shall defend, indemnify, and hold harmless the County and its officers, employees, and agents, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by any reason arising out of the acts or omissions of the School District, its officers, employees, and agents, or any of them relating to or arising out of performing

services pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss or damages is brought against the County, its officers, employees, agents, or any of them, the School District shall defend the same at its sole cost and expense; provided that the County, in its sole discretion, reserves the right to participate in said suit; and if final judgment be rendered against the County, and its officers, employees, agents or any of them, or jointly against the County and the School District and their respective officers, agents, or any of them, the School District shall satisfy the same. This indemnification shall survive the expiration or termination of this Agreement.

7.3 School District Held Harmless. The County shall defend, indemnify and hold harmless the School District and 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 or arising out of any negligent action or omission of the County, its officers, agents, and employees, or any of them, in performing obligations pursuant to this Agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the School District, the County shall defend the same at its sole cost and expense, provided that the County, in its sole discretion, reserves the right to participate in said suit; and if final judgment be rendered against the School District and its officers, agents, and employees, or any of them, or jointly against the School District and County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same. This indemnification shall survive the expiration or termination of this Agreement.

7.4 Actions Contesting Agreement. Each Party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement; or (ii) the legal authority of the School District and/or the County to undertake the activities contemplated by this Agreement. If both Parties are not named as parties to the action, the Party named shall give the other Party prompt notice of the action and provide the other an opportunity to intervene. Each Party shall bear any costs and expenses taxed by the court against it. Any costs and expenses assessed by a court against both Parties jointly shall be shared equally.

8.0 Independent Contractor.

Each Party is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of the School District a County employee for any purpose, including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded School District employees by virtue of their employment. At all times pertinent hereto, employees of the County are acting as County employees and employees of the School District are acting as School District employees.

9.0 Notice.

Unless otherwise provided herein, any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent

by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other Party:

To the County: Heather Dean 206-477-1691

To the School District: Dave Montalvo 425-837-7112

10.0 Partial Invalidity.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, unenforceable, void, or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect. Notwithstanding the foregoing, this Agreement shall be subject to re-negotiation as provided in Section 5.0.

11.0 Mediation.

If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be resolved through direct discussions, the Parties agree and will endeavor first to attempt to settle the dispute in an amicable manner by mediation. The mediator will be selected by agreement of the Parties. All fees and expenses for mediation will be borne by the Parties equally. Each Party shall, however, bear the expense of its own, counsel, experts, witnesses, and preparation and presentation of evidence.

12.0 Captions.

The section and paragraph captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

13.0 Force Majeure.

The term "force majeure" shall include, without limitation by the following enumeration, acts of Nature, acts of civil or military authorities, fire, terrorism, accidents, shutdowns for purpose of emergency repairs, lockouts, strikes, and any other labor, civil or public disturbance, inability to procure required construction supplies and materials, delays in environmental review, permitting, or other environmental requirement or work, delays as a result of legal or administrative challenges brought by parties other than signatories to this Agreement, delays in acquisition of necessary property or interests in property, including the exercise of eminent domain, or any other delay resulting from any cause beyond a Party's reasonable control, causing the inability to perform its obligations under this Agreement. If the County is rendered unable, wholly or in part, by a force majeure, to perform or comply with any obligation or condition of this Agreement then, upon giving notice and reasonably full particulars to the School District, such obligation or

condition shall be suspended only for the time and to the extent reasonably necessary to allow for performance and compliance and restore normal operations.

14.0 Entire Agreement.

This Agreement, inclusive of the Exhibits hereto, contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral or written understandings, agreements, promises or other undertakings between the Parties.

15.0 Governing Law.

This Agreement shall be interpreted in accordance with the laws and court rules of the State of Washington in effect on the date of execution of this Agreement. In the event any Party deems it necessary to institute legal action or proceedings to ensure any right or obligation under this Agreement, the Parties hereto agree that such action or proceedings shall be brought in a court of competent jurisdiction situated in King County, Washington.

16.0 No Third Party Rights.

Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

17.0 Counterparts.

This Agreement may be executed in counterparts, and each such counterpart shall be deemed to be an original instrument. All such counterparts together will constitute one and the same Agreement.

18.0 Amendment or Waiver.

This Agreement may not be modified or amended except by written instrument approved by resolution or ordinance duly adopted by the School District and the County; provided that changes to the Exhibits, which do not conflict with the terms of the Agreement may be approved on behalf of the School District by its chief executive officer and on behalf of the County by the County Executive. No course of dealing between the parties or any delay in exercising any rights hereunder shall operate as a waiver of any rights of any Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated.

King County

Issaquah School District

Dow Constantine, King County Executive

Date:

Date:

Approved as to Form:

Approved as to Form:

King County Deputy Prosecuting
Attorney

Attorney for School District

EXHIBIT B

The Prosecuting Attorney, through his designated deputy prosecuting attorneys, shall provide certain Prosecution Services for the School District as detailed in the Agreement.

The current rate of reimbursement for the Prosecution Services shall be:

\$ 60.52* for each contested infraction

If a contested infraction is processed without any Prosecution Services being provided, the School District shall not be charged for that contested infraction.

*This rate will be in effect from the effective date of the contract through December 31, 2020. The adjusted rates per paragraph 4.2.2 will be effective on January 1 of each subsequent year.