

**AGREEMENT FOR PROVISION OF
LAW ENFORCEMENT SERVICES BETWEEN
KING COUNTY AND HIGHLINE SCHOOL DISTRICT**

THIS IS AN AGREEMENT ("Agreement") FOR PROVISION OF LAW ENFORCEMENT SERVICES BETWEEN KING COUNTY ("County") AND THE HIGHLINE SCHOOL DISTRICT ("School District"). Collectively, the County and the School District are referred to as the "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 wishes to enter into an agreement with the County for provision of law enforcement 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 law enforcement services through the King County Sheriff's Office (KCSO) as 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

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 upon signature by the Parties and shall remain in effect for an initial term ending on July 31, 2015. The Agreement may be extended for one-year periods beginning August 1 of each year, by fulfilling the Annual Renewal Requirements, attached as Exhibit A, "Annual Scope of Work."

1.2 Annual Renewal Requirements. The School District and KCSO will work together to review and update Exhibit A by May 15 of each year. The KCSO Sheriff or his/her designee is authorized to approve the updated Exhibit A. The updated Exhibit A will go into effect on August 1 of the year it was updated.

1.3 Termination and Notice of Termination.

1.3.1 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 30 days prior to the termination date.

1.3.2 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 The County through KCSO shall provide the law enforcement services set forth in Exhibit A to this Agreement.

2.2 The KCSO Sheriff or his/her designee shall assign officers to perform the services required by this Agreement. These assignments are made at the discretion of the Sheriff or his/her designee and are not subject to School District consent or approval.

2.3 The KCSO may temporarily reassign the designated deputy to other duties as needed to address unusual law enforcement occurrences or demands.

2.4 In the event that the designated deputy(s) is temporarily absent from his or her post, the County will attempt to fill the post with another deputy, but is not obligated to do so.

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. The School District will be responsible for managing the agreement with the vendor and upon termination or expiration of the agreement, the School District will be responsible for coordinating end-of-service needs, including dispositions of property.

4.0 Compensation for Law Enforcement Costs.

4.1 The Parties agree that the County is entitled to sufficient revenue to compensate it for all costs incurred as a result of the services provided to the School District pursuant to this Agreement. For purposes of this Agreement, compensation for services will be based on actual hours worked and calculated according to the rate and method set forth in Exhibit A. Compensation shall be paid by the School District for:

4.1.1 All law enforcement services described in Exhibit A provided by KCSO personnel.

4.1.2 Costs, including overtime, that the County incurs to backfill a KCSO deputy's normal shift hour(s) where that deputy is required to attend a court hearing or other legal proceeding arising under the work provided by the County under this Agreement.

4.1.3 Hours worked by KCSO personnel to fulfill Public Records Act (PRA) requests or discovery requests submitted to KCSO as a result of the services provided by the County pursuant to this Agreement. Unique hourly rates will be provided to the School District for commissioned or non-commissioned units fulfilling such requests as needed.

4.2 The County will send the School District an invoice for compensation due according to the timeline set forth in Exhibit A.

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, 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 School District, 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 County, the School District shall defend the same at its sole cost and expense, provided that the County retains the right to participate in said suit if any principal of governmental or public law is involved. If final judgment be rendered against the County and its officers, agents, and employees, or any of them, or jointly against the County and the School District and their

respective officers, agents, and employees, 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 School District retains the right to participate in said suit if any principal of governmental or public law is involved. 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 to this Agreement 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 to this Agreement 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. Control of KCSO personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the County.

9.0 Notice.

Unless otherwise provided herein, any notice or other communication given hereunder shall be given to the designated representative for each party as listed in Exhibit A. Notice 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 provided in Exhibit A, or to such other address as may be designated by the addressee by written notice to the other party.

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 as provided herein (such as to the Exhibit A) or by written instrument approved by resolution or ordinance duly adopted by the School District and the County; provided that changes herein which are technical in nature and consistent with the intent 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

Highline School District

Dow Constantine, King County Executive

A. Pitt Lopez

Date: _____

Date: 8/29/2014

John Urquhart, King County Sheriff

Date: _____

EXHIBIT A: ANNUAL SCOPE OF WORK
to the
Agreement between
King County and Highline School District
for Law Enforcement Services

In consideration of the promises previously set forth in the Agreement, the School District and the KCSO agree as follows:

1. General Terms:

- Contract Period: Upon signature to July 31, 2015
- School Year: 2014/2015
- Service type: Part time overtime hourly law enforcement services
- Compensation rate: Adopted average overtime rate
- Final rate for 2014 hours: \$90.44 (2014 Adopted)
- Date of Exhibit update: June 4, 2014

2. School Calendar:

Following is the Highline School District school calendar. KCSO deputies providing below services will anticipate that automated school bus safety cameras mounted on school buses are in operation around these dates. If there is any deviation from the below dates, the School District designated representative will notify the KCSO designated representative.

- September 3, 2014: First day of school
- October 10, 2014: no school
- November 11, 2014: no school
- November 27 & 28, 2014: no school, Thanksgiving break
- December 22, 2014 – January 3, 2015: no school, Winter break
- January 19, 2015: no school
- January 26, 2015: no school
- February 16 & 17, 2015: no school
- April 6-10, 2015: no school, Spring break
- May 25, 2015: no school
- May 26, 2015: no school, unless snow make-up
- June 16, 2015: Last day of school, unless snow make-up
- June 17-23: possible school for snow make-up

3. Specific Services To Be Provided:

- A. A KCSO deputy will review video images of possible violations of RCW 46.61.370(1) provided by the School District's automated school bus camera safety vendor and sent to the deputy via email, in order to determine whether an infraction occurred.
- B. If the deputy determines that an infraction occurred, he/she will follow the steps necessary to accept the infraction and submit the infraction determination to the School District's vendor.
- C. If the deputy determines that an infraction did not occur, he/she will select the reason for rejection from the list of options and submit the record as rejected.
- D. The deputy should make all attempts to complete the steps set forth in A through C above within 3 days, and in all cases no more than 5 days, after receiving email notice that a possible traffic violation was captured by Vendor's technology. However, a deputy's inability to complete

these steps within 3-5 days will not constitute a breach of the Agreement; in this circumstance, KCSO will attempt to resolve as soon as is possible, in consultation with the School District.

- E. Attend court hearings and other legal proceedings as required and as possible, that arise from the KCSO services provided pursuant to this Agreement.
- 4. **Work Schedule:** The deputy will provide this off-duty overtime service on days and hours that fit around the deputy's particular work shift (set by KCSO). Service will be provided on department issued equipment only (i.e.: not on home computers).
- 5. **Payment**
 - A. **RATE** – Worked performed under this contract will be billed based on the Adopted average overtime rate for the applicable calendar year. The final Adopted rate will be produced by May 15 each year. To assist in planning, an estimated rate will be provided by October 31 each year for the following year's costs.
 - B. **BILLING** – KCSO will bill the School District biannually for hours worked by the following dates:
For work performed July 1 – December 31: Bill submitted by January 31
For work performed January 1 – June 30: Bill submitted by July 31
 - C. **PAYMENT** – Payment is due to KCSO 30 days after receipt of invoice.
- 6. **Wireless Accessories:** As needed, the School District will provide KCSO deputies serving this Contract with 4G LTE cards, to facilitate review of infraction videos.
- 7. **Designated Representatives:**

King County Sheriff's Office
Robin Rask
Sheriff's Office Contracts Unit
516 3rd Ave.
Seattle, WA 98104
Phone: 206-263-2547
Robin.Rask@kingcounty.gov

Highline School District
Scott Logan
Chief Operations Officer
15675 Ambaum BLVD SW
Burien, WA 98166
Phone: 206-631-3077
Scott.Logan@highlineschools.org