



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

August 23, 2016

Ordinance 18334

Proposed No. 2016-0306.3

Sponsors Upthegrove

1 AN ORDINANCE authorizing the use of interlocal
2 agreement templates for the county to contract to provide
3 district court, prosecution and sheriff's office law
4 enforcement services with school districts wishing to
5 implement a school bus citation program.

6 STATEMENT OF FACTS:

7 1. The Highline school district in 2015 began an automated enforcement
8 program to cite traffic violations recorded by cameras installed on school
9 buses within its jurisdiction.

10 2. Ordinance 17997 enacted in March 2015 authorized the Highline
11 school district to contract with King County for the district court,
12 prosecution and sheriff's office law enforcement services necessary to
13 support the additional citations that result from the school bus camera
14 citation program.

15 3. Other school districts within King County may wish to contract for
16 similar services to support new school bus camera citation programs.

17 4. The sheriff's office, the district court and the office of the prosecuting
18 attorney have developed interlocal agreement templates that the county

19 shall use to contract with school districts to provide school bus citation
20 services.

21 5. Use of an interlocal agreement template would meet county agency
22 needs and allow for streamlined implementation because the council
23 would have already approved the terms by which the county could
24 contract to provide the services.

25 6. Council approval would be satisfied because the executive would only
26 be allowed enter into interlocal agreements under the terms of the
27 template.

28 7. School bus citation programs have a public safety benefit and it is in
29 the interest of the county to encourage a prompt expansion of these
30 programs.

31 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

32 **SECTION 1. Findings:** The use of template forms of agreement are an effective
33 and efficient way for the county to contract to provide services to other governmental
34 agencies. Council approval of template forms of contracts preserve the council's role of
35 authorizing interlocal agreements because any agreement's substantive terms will not
36 vary from template while exhibits to each individual agreements can be adjusted for
37 services and costs for each contracting school district.

38 **SECTION 2.** The county executive is authorized to complete and execute
39 interlocal agreements, substantially in the form of Attachment A and Attachment B to
40 this ordinance, with other school districts to contract for the provision of district court,
41 prosecution and sheriff's office law enforcement services necessary to support a school

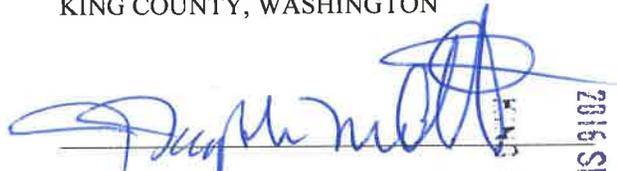
42 bus citation program. Within thirty days of executing an interlocal agreement authorized
43 in this section, the executive shall notify the council of the date the agreement was signed
44 and the jurisdiction that requested the agreement. The notice shall be filed in the form of

45 a paper original and an electronic copy with the clerk of the council, who shall retain the
46 original and provide an electronic copy to all councilmembers.
47

Ordinance 18334 was introduced on 6/20/2016 and passed as amended by the Metropolitan King County Council on 8/22/2016, by the following vote:

Yes: 9 - Mr. von Reichbauer, Mr. Gossett, Ms. Lambert, Mr. Dunn, Mr. McDermott, Mr. Dembowski, Mr. Upthegrove, Ms. Kohl-Welles and Ms. Balducci
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

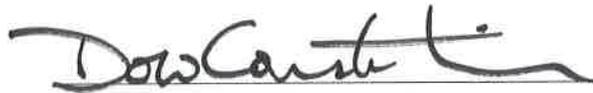

J. Joseph McDermott, Chair

ATTEST:


Anne Noris, Clerk of the Council

RECEIVED
2016 SEP - 1 PM 4: 04
CLERK
KING COUNTY COUNCIL

APPROVED this 1 day of SEPTEMBER 2016.


Dow Constantine, County Executive

Attachments: A. Interlocal Agreement for Provision of Services Between King County and ___ School District, Revised 7-26-2016, B. Agreement for Provision of Law Enforcement Services between King County and ___ School District, Revised 7-26-2016

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

THIS INTERLOCAL AGREEMENT (“Agreement”) FOR PROVISION OF SERVICES BETWEEN KING COUNTY (“County”) AND THE _____ SCHOOL DISTRICT (“School District”) is entered on this _____ day of _____, 20___. 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 _____, 20__ 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:

To the School District:

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

_____ 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

ATTACHMENT A – Overhead Calculations

Calculation of Overhead for District Court Employees

20__ District Court Budget

Account	Account Description	20__ Appropriated Budget	18.49% Probation Services 18.49%	Non-Probation Services	
51110	REGULAR SALARIED EMPLOYEE	\$ _____			Salary Related
51194	LOAN OUT LABOR (MANUAL)	(\$ _____)			Salary Related
51315	FLEX BENEFIT COMBINED CHG	\$ _____			Salary Related
51320	OASI	\$ _____			Salary Related
51330	RETIREMENT	\$ _____			Salary Related
51340	INDUSTRIAL INSURANCE	\$ _____			Salary Related
51395	MANUAL BENEFIT BUDGET ADJ	\$ _____			Salary Related
52110	OFFICE SUPPLIES	\$ _____	\$ _____	\$ _____	
52170	COPY MACHINE SUPPLIES	\$ _____	\$ _____	\$ _____	
52212	EDP SUPPLIES	\$ _____	\$ _____	\$ _____	
52215	PUBLICATIONS	\$ _____	\$ _____	\$ _____	
52290	MISC OPERATING SUPPLIES	\$ _____	\$ _____	\$ _____	
52291	TELCOM SUPPLIES	\$ _____	\$ _____	\$ _____	
53105	OTHER CONTRACT/PROF SRVCS	\$ _____	\$ _____	\$ _____	
	Agency Temp Workers	\$ _____	\$ _____	\$ _____	
	DRC	\$ _____	\$ _____	\$ _____	
	Inquest Court Reporter Fees	\$ _____	\$ _____	\$ _____	Civil & Small Claims Related Inquest Related
53113A	INTERPRETATION SERVICES	\$ _____	\$ _____	\$ _____	
53211	TELCOM SERV-ONGOING CHRG	\$ _____	\$ _____	\$ _____	
53212	TELCOM SERV-ONE TIME CHRG	\$ _____	\$ _____	\$ _____	
53220	POSTAGE	\$ _____	\$ _____	\$ _____	
53310	TRAVEL & SUBSISTENCE EXP	\$ _____	\$ _____	\$ _____	
53318	PRIVATE AUTO MILEAGE	\$ _____	\$ _____	\$ _____	
53610	REAPIR STRUCTURES	\$ _____	\$ _____	\$ _____	
53630	REPAIR EQUIP	\$ _____	\$ _____	\$ _____	

EXHIBIT A

Cost Model for Processing School Bus Ticket Defendant in Court

3.25	Minutes of Judge Time in Court per Case
12	Minutes of Court Clerk Time
3.25	Minutes of Court Clerk Time Out of Court
Cost of Judge Time per Case	
\$	Cost of Judge Time in Court per Case
\$	Judicial Overhead Cost per Case
\$	Total Judicial Cost per Case
Cost of Court Clerk Time per Case	
\$	Cost of Court Clerk Time in Court per Case
\$	Cost of Court Clerk Time Out of Court per Case
\$	Clerical Overhead Cost per Case
\$	Total Clerical Cost per Case
\$	Judge, Court Clerk and Court Security Cost per Case
3.0%	Set Inflation Rate*
\$	TOTAL COST PER CASE

Cost Model for Processing School Bus Ticket Defendant Not in Court

0	Minutes of Judge Time in Court per Case
12	Minutes of Court Clerk Time
Cost of Judge Time per Case	
\$ 0.00	Cost of Judge Time in Court per Case
\$ 0.00	Judicial Overhead Cost per Case
\$ 0.00	Total Judicial Cost per Case
Cost of Court Clerk Time per Case	
\$	Cost of Court Clerk Time in Court per Case
\$	Cost of Court Clerk Time Out of Court per Case
\$	Clerical Overhead Cost per Case
\$	Total Clerical Cost per Case
\$	Judge, Court Clerk and Court Security Cost per Case
3.0%	Set Inflation Rate

\$ **TOTAL COST PER CASE**

Calculation of Personnel Values for 20__

Cost per Judge

\$	Cost per Judge
\$	Annual Salary for District Court Judge
\$	Annual Benefits for District Court Judge
\$ _____	Annual Pro Tem Costs per District Court Judge
\$	Total Annual Cost of District Court Judge

26	Pay Periods per Year
70	Hours per Pay Period
4200	Minutes per Pay Period
\$	Total Judicial Costs per Pay Period
\$	Total Judicial Costs per Minute

Cost per Court Clerk

\$	Average Annual Salary for Court Clerk
\$	Average Annual Benefits for Court Clerk
\$ _____	Total Annual Cost of Court Clerk

26	Pay Periods per Year
80	Hours per Pay Period
4800	Minutes per Pay Period
\$	Average Clerk Salary and Benefits per Pay Period
\$	Average Clerk Salary and Benefits per Minute

*The Judge and Court Clerk cost per case is inflated annually by a set rate of 3.0%.

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:

\$ _____ 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.

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

THIS IS AN AGREEMENT (“Agreement”) FOR PROVISION OF LAW ENFORCEMENT SERVICES BETWEEN KING COUNTY (“County”) AND THE _____ SCHOOL DISTRICT (“School District”). Singularly, the County and the School District are referred to as Party, collectively as “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 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

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 upon signature by the Parties and shall remain in effect for an initial term ending on _____, 20__ . The Agreement may be extended for one-year periods beginning _____ 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 _____ 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 _____ 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, 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 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 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 Exhibit A) or 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

School District

Dow Constantine, King County Executive

Date: _____

Date: _____

John Urquhart, King County Sheriff

Date: _____

Approved as to Form:

Approved as to Form:

King County Deputy Prosecuting

Attorney for School District

**EXHIBIT A: ANNUAL SCOPE OF WORK
to the
Agreement between
King County and _____ 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 _____
- School Year: _____
- Service type: Part time overtime hourly law enforcement services
- Compensation rate: Adopted average overtime rate
- Estimate rate for 20__ hours: \$_____ (20__ Proposed)
- Final rate for 20__ hours: To be provided in Spring 20__

2. School Calendar:

Following is the _____ 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.

- _____: First day of school
- _____: no school
- _____: no school
- _____: no school, Thanksgiving break
- _____: no school, Winter break
- _____: no school
- _____: no school
- _____: no school
- _____: no school, Spring break
- _____: no school
- _____: no school, unless snow make-up
- _____: Last day of school, unless snow make-up
- _____: 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 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

School District