

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

THIS INTERLOCAL AGREEMENT ("Agreement") FOR PROVISION OF SERVICES BETWEEN KING COUNTY ("County") AND THE HIGHLINE SCHOOL DISTRICT ("School District") is entered on this 28 day of August, 2014. 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 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

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 _____, 2014 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.

5.1 Mutual Agreement to Re-Open. 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.

5.2 Staffing Study Re-Opener. The County may re-open negotiations regarding the costs set forth in Exhibit A if in the County's determination the results of the 2014 District Court Staffing Study indicate that such costs should be adjusted. Any agreed upon adjustment shall go into effect on January 1 of the following year or earlier if agreed to by the County and the School District.

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 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.

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: _____, 401 Fifth Avenue, Suite ___, Seattle,
Washington 98104

To the School District: Scott Logan, Highline School District, 15675
Ambaum Blvd SW, Burien, Washington 98166

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 4.0.

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 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

Scott Logan
Chief Operations Officer

Date:

Date:

Approved as to Form:

Approved as to Form:

Jasmine Goley
King County Deputy Prosecuting

Director of Policy Development for
Highline School District
Holly Ferguson

Attorney

EXHIBIT A

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**Cost Model for Processing School Bus Ticket
Defendant in Court**

3.25 Minutes of Judge time in court per case
12 Minutes of Clerk time
3.25 Minutes of Clerk time out of court

	Cost of Judge Time Per Case
\$5.61	Cost of Judge Time in court per case
\$5.13	Judicial Overhead cost per case
\$10.75	Total Judicial Cost per Case

	Cost of Clerk Time Per Case
\$6.30	Cost of Clerk Time in court per case
\$1.71	Cost of Clerk time out of court per case
\$21.08	Clerical Overhead cost per case
\$29.08	Total Clerical Cost per case

\$39.83 Judge, Clerk and Court Security Cost Per Case
3.0% Set Inflation Rate*

\$41.02 TOTAL COST PER CASE

Notes:

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

EXHIBIT A

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**Cost Model for Processing School Bus Ticket
Defendant not in Court**

0 Minutes of Judicial time
12 Minutes of 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 Clerk Time Per Case

\$6.30 Cost of Clerk time in court per case
\$0.00 Cost of Clerk time out of court per case
\$16.58 Clerical Overhead cost per case
\$22.88 Total Clerical Cost per case

\$22.88 Judge, Clerk Cost Per Case
3.0% Set Inflation Rate*

\$23.57 TOTAL COST PER CASE

Notes:

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

EXHIBIT A

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Calculation of Personnel Values 2012**Cost Per Judge**

\$138,076	Annual salary for District Court Judge
\$33,558	Annual benefits for District Court Judge
\$16,993	Annual pro tem costs per District Court Judge
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\$188,627	Total annual cost of District Court Judge

26 Pay periods per year
70 Hours per pay period
4200 Minutes per pay period
\$7,254.88 Total judicial costs per pay period
\$1.73 Total judicial costs per minute

Cost Per Clerk

\$44,787	Avg Annual salary for Court Clerk
\$20,721	Avg Annual benefits for Court Clerk
<hr/>	
\$65,508	Total avg annual cost of Court clerk

26 Pay periods per year
80.00 Hours per pay period
4800 Minutes per pay period
\$2,519.54 Avg Clerk salary & benefits per pay period
\$0.52 Avg Clerk salary & Benefits per minute

EXHIBIT A
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Calculation of Overhead for District Court Employees

Account	Account Description	2012 District Court Budget		
		2011 Appropriated Budget	18.49% Probation Services 18.49%	Non- Probation Services
51110	REGULAR SALARIED EMPLOYEE	15,822,780		Salary Related
51194	LOAN OUT LABOR (MANUAL)	(143,889)		Salary Related
51315	FLEX BENEFIT COMBINED CHG	3,940,362		Salary Related
51320	OASI	1,164,855		Salary Related
51330	RETIREMENT	1,109,728		Salary Related
51340	INDUSTRIAL INSURANCE	126,330		Salary Related
51395	MANUAL BENEFIT BUDGET ADJ	888		Salary Related
52110	OFFICE SUPPLIES	72,417	13,350	59,027
52170	COPY MACHINE SUPPLIES	13,799	2,551	11,248
52212	EDP SUPPLIES	20,000	3,698	16,302
52215	PUBLICATIONS	5,000	925	4,076
52290	MISC OPERATING SUPPLIES	500	92	408
52291	TELCOM SUPPLIES	2,250	418	1,834
53105	OTHER CONTRACT/PROF SRVCS	382,184	70,682	311,502
	Agency Temp Workers	1,460	564	896
	DRC	285,358	0	285,358 Civil & Small Claims Related
	Inquest Court Reporter Fees	6,364	0	6,364 Inquest Related
53113A	INTERPRETATION SERVICES	152,720	28,238	124,482
53211	TELCOM SERV-ONGOING CHRGR	151,135	27,945	123,190
53212	TELCOM SERV-ONE TIME CHRGR	15,000	2,774	12,227
53220	POSTAGE	120,000	22,188	97,812
53310	TRAVEL & SUBSISTENCE EXP	1,000	185	815
53318	PRIVATE AUTO MILEAGE	18,500	3,421	15,079
53610	REPAIR STRUCTURES	40,000	7,396	32,604
53630	REPAIR EQUIP	25,000	4,823	20,378
53634	REPAIR/MAINT-IT EQUIPMENT	1,500	277	1,223
53710	RENT-STRUCTURES & GROUNDS	5,500	1,017	4,483
53770	RENT-COPY MACHINE	124,565	23,032	101,533
53790	RENT-OTHER EQUIP & MACH	12,000	2,219	9,781
53803	MEMBERSHIPS	14,000	2,569	11,431
53805	SPECIAL INVEST (OPD)	27,100	5,011	22,089
53806	PRINTING & BINDING	80,000	14,792	65,208
53810	TRAINING	7,500	1,387	6,113
53821	JURY FEES & MILEAGE	150,000		150,000 Jury Related
53826	WITNESS EXPENSE	90,000		90,000 Trial Related
53890	MISC SERVICES & CHARGES	2,500	462	2,038
55010	MOTOR POOL ENVR SERVICE	2,529	468	2,061
55020	OIRM REBATE	(18,700)	(3,088)	(15,612)
55021	ITS - O&M CHARGES	133,849	24,749	109,100
55025	ITS - INFRASTRUCTURE	270,964	50,101	220,863
55026	GIS O&M	1	0	1
55027	TECH SERVICE REBATE	(22,905)	(4,235)	(18,670)
55028	INFORMATION RESOURCE MGMT	67,716	12,521	55,195
55032	TELCOM OVERHEAD	62,225	11,505	50,720
55045	COURTHOUSE SCREENERS	1,493,948	276,231	1,217,717
55160	CONST & FACILITY MGMT	1,425,595	263,593	1,162,002
55181	FVO REBATE	(156,771)	(28,967)	(127,804)
55245	FINANCIAL MGMT SVCS S/S	151,953	28,096	123,857
55249	FVO STRATEGIC INITIATIVE	8,267	1,529	6,738
55252	INSURANCE S/S (PROBATION)	324,932	324,932	0 Probation Related
55255	MGMT SERVICES REBATE	5,095	942	4,153
55349	BUSINESS RESOURCE DP SVCS	50,511	9,339	41,172
55350	RADIO ACCESS	1,506	278	1,228
55351	RADIO MAINTENANCE	627	116	511
55352	RADIO SVCS	164	30	134
55353	RADIO EQUIP RESERVES	479	89	390
59412	MERIT BUDGET	206,777	38,233	168,544
59970	ANNEXATIONS CONTRA	(107,511)	(19,870)	(87,632)
59986	UNDEREXPENDITURE CONTRA	(329,887)	(60,958)	(268,924)
59990	EXPENDITURE CONTRA	(11,865)	(2,184)	(9,671)
		27,410,048		
			4,225,773	Total Non-Probation Overhead for 2012
			207.45	Total Non-Probation FTEs for 2012
254.5	Total FTEs for 2011		20,370.08	District Court Overhead per Non-Probation FTE
47.05	Total Probation Services FTEs for 2011		783.46	District Court Overhead per Non-Probation FTE per pay period
207.45	Total Non-Probation FTEs for 2011		0.1865	District Court Overhead per Judge per minute
18.49%	Percentage of FTEs that are Probation Services related for 2011		0.1632	District Court Overhead per Clerk per minute
			204,053.00	Security Costs per Facility
			69,860.00	Call Center/PC space
			1,087,283.00	Building Costs
			127,225	Current Expense Personnel Services
			466	Current Expense Fixed Assets Mgmt
			1,488,887	Total Current Expense Overhead
			254.5	Total FTEs for 2012
			5,850.24	Current Expense Overhead per FTE
			225.01	Current Expense Overhead per FTE per pay period
			1,392.9	Current Expense Overhead per Judge per minute
			1,218.8	Current Expense Overhead per Clerk per minute
			1.6795	Total Court Overhead per Judge per minute
			1,382.0	Total Court Overhead per Clerk per minute

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:

\$52.23 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.