

JAN 16 2018

CITY OF MAPLE VALLEY

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF MAPLE VALLEY AND THE TAHOMA SCHOOL DISTRICT
FOR
SCHOOL RESOURCE OFFICER SERVICES**

RECITALS

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into between the City of Maple Valley ("City"), a Washington municipal corporation, and the Tahoma School District ("District"), a Washington public school district, (collectively the "Parties" or in the singular "Party").

WHEREAS, the Parties are "public agencies" as defined by Chapter 39.34 of the Revised Code of Washington (RCW) and through the provisions of that chapter are authorized by state law to enter into interlocal agreements on the basis of mutual advantage and thereby to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

WHEREAS, the City has entered into an agreement with King County Sherriff's Office ("KCSO") for the utilization of a School Resource Officer ("SRO") through 2019; and

WHEREAS, the City has agreed to pay KCSO directly for its yearly cost of utilizing the SRO; and

WHEREAS, the City and the District understand that there are mutual benefits and efficiencies of sharing resources provided by the SRO; and

WHEREAS, the Parties would like to enter into an agreement wherein the City provides the resources of the SRO to the District during the school year and wherein the District reimburses the City for fifty percent (50%) of the City's cost of the SRO as established by KCSO; and

WHEREAS, the SRO utilized by the City and the District pursuant to this Agreement is an employee of the King County Sherriff's Office; and

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed between the Parties as follows:

AGREEMENT

- 1. PARTIES.** The parties to this Agreement are the City and District. There are no other parties and no third party beneficiaries. This Agreement creates no legal right, obligation, or cause of action in any person or entity not a party to it. The parties' contract Administrators are identified below. All communication, notices, coordination, and other aspects of this Agreement shall be managed by the parties' Administrators. Either party may change or substitute its Administrator at any time during the term of this Agreement by providing written notice to the other party.

The District's Contract Administrator is:
Lori Cloud, Assistant Superintendent
Tahoma School District
25720 Maple Valley Black Diamond Rd SE
Maple Valley, WA 98038

The City's Contract Administrator is:
Sandy Garrett, Finance Director
City of Maple Valley
PO Box 320
Maple Valley, WA 98038

2. TERM

- 2.1.** This Agreement shall become effective upon execution by each Party. Unless terminated by both Parties pursuant to the terms of this Agreement, this Agreement shall remain in full force and effect through December 31, 2019.
- 2.2.** This agreement may be extended by written agreement of the Parties subject to the approval of such extension by each Party's legislative body.

3. PURPOSE. It is the purpose of this Agreement to set forth the terms of an agreement between the City and the District wherein the City agrees to provide the District with the services of an SRO during the school year and wherein the District agrees to reimburse the City fifty percent (50%) of the City's yearly cost of utilizing the SRO as so established by King County Sherriff's Office.

4. SERVICES. The City agrees to provide one SRO to be utilized by the District during the school year throughout the term of this Agreement. At all other times, the SRO shall be utilized by the City.

5. PAYMENT

5.1. District's Responsibility. The District shall reimburse the City for fifty percent (50%) of the City's yearly cost of utilizing the SRO as invoiced to the City by King County Sherriff's Office (KCSO).

5.2. Invoice. The City shall submit an invoice to the District no later than January 15th of each contract year for the cost of services for the preceding contract year. The District shall submit payment to the City within thirty (30) days of receiving the invoice.

5.3. Disputes. In the event there is a dispute regarding an invoiced amount, the Parties shall make every effort to resolve such dispute by mutual agreement. In the event there is no mutually agreed resolution to the dispute, the Parties shall forward the dispute to the Party's highest executive for resolution. In the event there is no resolution after review by the Parties' highest executive, the Parties shall seek mediation through a mutually agreed mediation service and each Party shall bear its own costs for mediation. If mediation is unsuccessful, any Party may pursue any legal remedy available from a court of competent jurisdiction. Any dispute that has gone to mediation and mediation was unsuccessful in resolving the dispute shall be grounds for any Party to terminate this Agreement for material breach.

6. **TERMINATION.**

6.1. Termination by Notice. Any Party may terminate its participation in this Agreement by providing the other Party with sixty (60) days advance written notice of the effective date of such termination. The Party providing such notice shall remain responsible for any costs incurred under this Agreement.

6.2. Termination by Mutual Written Agreement. This Agreement may be terminated in its entirety at any time by a written agreement executed by both Parties.

6.3. Termination for Breach. Any Party may terminate its participation in this Agreement for material breach of the terms of this Agreement upon fourteen (14) days advance written notice to the other Party, provided that disputes regarding billing statements shall be handled pursuant to Subsection 6.3 and shall not be deemed a breach of this Agreement except as set forth in Subsection 6.3.

7. **JOINT REAL OR PERSONAL PROPERTY.** This Agreement does not contemplate the acquisition, holding or disposition of real or personal property so the requirement of addressing this concern as part of RCW 39.34 is not applicable to this Agreement.

8. **MISCELLANEOUS.**

8.1. Non-Waiver of Breach. The failure of any Party to insist upon strict performance of any of the covenants and agreements contained in this Agreement shall not be construed to be a waiver or relinquishment of those covenants, agreements, or options, and the same shall be and remain in full force and effect.

8.2. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Subject to Sub-section 6.3, if the Parties are unable to settle any dispute, difference, or claim arising from the Parties' performance of this Agreement, the exclusive means of resolving that dispute, difference, or claim shall only be by filing suit exclusively under the venue, rules, and jurisdiction of the King County Superior Court, King County, Washington, unless the relevant Parties agree in writing to an alternative dispute resolution process.

8.3. Assignment. This Agreement is not assignable by any Party, in whole or in part.

8.4. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless made in writing and approved by the legislative body of each Party.

8.5. Compliance with Laws. Each Party agrees to comply with all local, federal, and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.

8.6. Entire Agreement. The written terms and provisions of this Agreement shall supersede all prior communications, negotiations, representations or agreements, either verbal or written, of any officer, employee, or other representative of each party and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement.

- 8.7. Severability.** If any provision of this Agreement, in whole or in part, is adjudicated to be invalid, such action shall not affect the validity of any provision not so adjudicated.
- 8.8. Interpretation.** The legal presumption that an ambiguous term of this Agreement should be interpreted against the Party who prepared the Agreement shall not apply.
- 8.9. No Third Party Beneficiaries.** This Agreement is between the Parties and is not meant to benefit any third party.
- 8.10. Recording.** In compliance with RCW 39.34.040, this Agreement shall be recorded in the office of the King County Auditor or, at the option of the Parties, posted electronically on the Parties' websites.

Signatures appear on next page

**IN WITNESS WHEREOF, the parties below execute this Agreement,
which shall become effective pursuant to the terms of Section 3, herein.**

<p>TAHOMA SCHOOL DISTRICT:</p> <p>By: <u>Rob Morrow</u> (signature)</p> <p>Print Name: <u>Rob Morrow</u></p> <p>Its <u>Superintendent</u></p> <p>DATE: <u>1-9-18</u></p>	<p>CITY OF MAPLE VALLEY:</p> <p>By: <u>Laura Philpot</u> (signature)</p> <p>Print Name: <u>Laura Philpot</u></p> <p>Its <u>City Manager</u></p> <p>DATE: <u>1-17-18</u></p>
<p>ATTESTED BY:</p> <p><u>Jan Wheel</u> Executive Assistant to Superintendent</p>	<p>ATTESTED BY:</p> <p><u>Sharon L. Rice</u> City Clerk</p>
<p>APPROVED AS TO FORM:</p> <p><u>Lori Cloud</u> Assistant Superintendent</p>	<p>APPROVED AS TO FORM:</p> <p><u>PTael</u> Patricia Taraday, City Attorney</p>