sound approved 6/4/13



## INTERLOCAL AGREEMENT BETWEEN PROSSER SCHOOL DISTRICT AND KIONA-BENTON CITY SCHOOL DISTRICT REGARDING TRANSPORTATION OF STUDENTS TO TRI-TECH SKILLS CENTER

This Agreement is made and entered into this  $\underline{5^{\text{TH}}}$  day of  $\underline{\text{June}}$  2013 by and between the Prosser School District, No. 116 (PROSSER) a municipal corporation and Kiona-Benton City School District (KIONA-BENTON)

WHEREAS, Both PROSSER and KIONA-BENTON are authorized to operate transportation services within the State of Washington for the transportation of students, and;

WHEREAS, PROSSER and KIONA-BENTON transport students to Tri-Tech Skills Center (TRI-TECH) in Kennewick, Washington. and;

**WHEREAS**, the parties are authorized by RCW 39.34080 to enter into this Agreement, and;

WHEREAS, no separate entity will be created pursuant to this Agreement, and

WHEREAS, no jointly owned property will be acquired pursuant to this Agreement, and

**NOW THEREFORE**, in consideration of the mutual benefits to be derived hereby and the terms, conditions, and covenants contained herein, PROSSER and KIONA-BENTON agree as follows:

- 1. PROSSER shall transport PROSSER students each day necessary for TRITECH education programming for PROSSER students to a KIONA-BENTON location agreed to between the parties. KIONA-BENTON agrees to transport PROSSER students from the KIONA-BENTON location to TRI-TECH. Additionally, KIONA-BENTON will transport the students from TRI-TECH back to the KIONA-BENTON location where PROSSER transportation will pick up the students and transport them to PROSSER.
- 2. The above-described transportation services in Paragraph 1, will be provided for the 2013-2014 school year and shall be automatically renewed each year, thereafter unless either party gives notice 30 days prior to August 31, of any year of its intent to terminate the agreement.
- The parties acknowledge that for the period of time each party is transporting students, the transporting school district shall be able to claim the student for purposes of transportation reimbursement.
- 4. Each district shall abide by the laws of the State of Washington regarding the transportation of students.
- 5. PROSSER authorizes the driver of the KIONA-BENTON school bus to take such appropriate disciplinary action with PROSSER students as is deemed necessary by the driver in accordance with Washington State Law. Any discipline issues involving PROSSER students shall be brought to the attention of PROSSER immediately.
- 6. Each district shall provide evidence of insurance in amounts to be mutually agreed

to by the parties. Where possible, each party will name the other as a named insured on the policy.

- 7. The terms and conditions of this Agreement shall be interpreted under the laws of the State of Washington and any action brought to enforce this Agreement shall be brought in Benton County Superior Court.
- 8. Each party agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, political affiliation or belief, sexual orientation as defined in RCW 49.60.040, or the presence of any sensory, mental or physical handicap in violation of any applicable federal or state law or regulation and each party agrees to be an Equal Opportunity Employer.
- 9. This Agreement may be amended or modified only by written agreement duly executed by the parties hereto. This Agreement shall be executed in duplicate originals. One original shall go to each party.
- 10. KIONA-BENTON shall record its original document with the Benton County Auditor and KIONA-BENTON shall furnish a copy of the recorded original to PROSSER.
- 11. NOTICE: All notices, requests, demands and other communications required by or permitted under this Agreement shall be reduced in writing and deemed to have been duly given when received by the party to whom directed. Provided, however that notice shall be deemed conclusively given at the time of its deposit when sent by Certified or Registered Mail, Return Receipt Requested, at the address as set forth below, or such other address as is hereafter designed by either party by written notice thereof to the other party.

PROSSER:

Prosser School District No. 116

1126 Meade Avenue, Suite A Prosser, Washington 99350

(509) 786-3323

KIONA-BENTON:

Kiona-Benton City School District

1107 Grace Avenue

Benton City, Washington 99320

PROSSER SCHOOL DISTRICT by:

Superintendent

Date

KIONA-BENTON CITY SCHOOL DISTRICT by:

Superintendent

Date